BUCKEYE, AZ

PLEASE SILENCE ALL ELECTRONIC COMMUNICATION DEVICES. THANK YOU.

NOTICE OF POSSIBLE QUORUM OF THE CITY OF BUCKEYE PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD: PLEASE NOTE THAT THERE MAY BE A QUORUM PRESENT BUT THERE WILL BE NO VOTING TAKING PLACE BY THE CITY PLANNING AND ZONING COMMISSION OR OTHER COUNCIL APPOINTED BOARD AT THIS MEETING.

CITY OF BUCKEYE
REGULAR COUNCIL MEETING
MARCH 19, 2024
AGENDA

City Council Chambers
530 East Monroe Avenue
Buckeye, AZ 85326
6:00 p.m.
The doors will be open to the public at least 15 minutes prior to the start time of the meeting.

Accessibility for all persons with disabilities will be provided upon request. Please telephone your accommodation request (623) 349-6911, 72 hours in advance if you need a sign language interpreter or alternate materials for a visual or hearing impairment.

Voting Members will either attend in person or by telephone conference call or video presentation. Items listed may be considered in any order.

Pursuant to A.R.S. § 38-431.03(A)(3) the Council may, by majority vote, recess or adjourn to executive session at one or more times during the meeting, as needed to confer with the City Attorney for legal advice regarding any item listed on this agenda.

1. Call to Order/Invocation/Pledge of Allegiance/Roll Call

2. Comments from the Public- Members of the audience may comment on any non-agenda item of interest.

3. Awards/Presentations/Proclamations

4. CONSENT AGENDA ITEMS / NEW BUSINESS
Approval of items on the Consent Agenda - All items with an (*) are considered to be routine matters and will be enacted by one motion and vote of the City Council. There will be no separate discussion of these items unless a Council member requests. This section may include the approval of Minutes from previous meetings.

***4.A** Council to take action on the transfer of contingency funds to the Police Department related to Council approved acceptance of Grant and Intergovernmental Agreement funded positions of two School Resource Officers, four Community Violence Reduction Officers, and one Crisis

intervention Officer for the Police Department, in the amount not to exceed $590,200.
Summary: Each Officer requires a marked patrol vehicle to complete their duties as assigned. While the approved Grants and Intergovernmental Agreement (IGAs) with the school districts cover salary and benefits costs for each position (seven officers total), the vehicles and equipment for the positions must be covered by the City. The costs for each vehicle are approximately $75,000 and the equipment costs for each officer are approximately $30,000, for a total expenditure from Contingency of $590,200 for Fiscal Year 2023-2024. $250,000 from the current budget will be utilized. The School Resource Officers' salaries are funded through IGAs with the Wickenburg and Litchfield Elementary School Districts. The Community Violence Reduction Officers are funded by the Office of Community Oriented Policing (COPS) Grant, and the Crisis Intervention Officer is funded by the Connect and Protect Grant. This is a request for Council to approve a transfer of Contingency funding to cover vehicles, vehicle equipment, and Officer equipment not covered by Grants or IGA.
Staff Liaison: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

***4.B** Council to take action on Resolution No. 11-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Avondale, the City of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona, approved on September 5, 2023, for and on behalf of their respective Police Departments or Law Enforcement Agencies, pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.
Summary: This Intergovernmental Agreement (IGA) defines the cooperative effort between the City of Avondale, the City of Goodyear, Maricopa County, and the City of Buckeye and their agencies charged with investigating criminal offenses concerning sex trafficking of adults and minors. The IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.
Staff Liaison: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

***4.C** Council to take action on Resolution No. 10-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona, Maricopa County Sheriff's Office pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.
Summary: Approval of the IGA between the City of Avondale, the City of Goodyear, the City of Buckeye and Maricopa County, will ensure continuity of services for the West Valley agencies currently utilizing the Southwest Family Advocacy Center. The initial term of the IGA will run through June 30th, 2026, and will automatically renew for successive three-year terms until the partnering agencies agree to terminate the IGA.
Staff Liaison: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

***4.D** Council to take action on Resolution No. 13-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona and the State of Arizona, Department of Child Safety (DCS) pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.
Summary: This Intergovernmental Agreement (IGA) defines the cooperative effort between the City of Avondale, the City of Goodyear, Maricopa County, the City of Buckeye, and the State of Arizona acting through the Department of Child Safety and their agencies charged with investigating criminal offenses concerning sex trafficking of adults and minors. The IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sensitive

child welfare investigations including personnel overtime, and necessary training. The Partnering Agencies desire to participate in the shared use of the Center with DCS to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters.
Staff Liaison: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430

***4.E** Council to take action on Task Order No. 6 to the On-Call Consulting Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City.

Summary: The Development Services Department is requesting funds through Task Order No. 6 to keep up with the current demand for Civil Inspection services. Tristar Engineering and Management, Inc. will provide assistance with Civil Inspections. The total amount to be paid under this Task Order will not exceed $150,000.
Staff Liaison: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209

***4.F** Council to take action on a Minor Subdivision titled "Minor Subdivision Plat for Arroyo Verde," located on the southeast corner of Thomas Road and the Tuthill Road Alignment.

Summary: Matthew Berens of Berens Blonstein PLC, on behalf of AMH Development LLC, is requesting approval of a Minor Subdivision of 97.73 acres located on the southeast corner of Thomas Road and the Tuthill Road Alignment. The minor subdivision is necessary in order to create the necessary easements, parcels, and right-of-way to accommodate a 400-unit single-family residential rental community. In December of 2023 the City Council approved a Planned Area Development overlay that provided the allowance to develop multiple single-family residential homes on one parcel.
Staff Liaison: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830

***4.G** Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024155 between the City of Buckeye, an Arizona municipal corporation, and Heinfeld, Meech & Co., P.C., an Arizona corporation, related to Annual Audit Services for Fiscal Years ending 2024, 2025, and 2026; and authorizing the City Manager to execute and deliver the CCPA on behalf of the City.

Summary: In 2023, the City of Tempe issued a request for proposal for external auditing services and subsequently entered into a contract with Heinfeld Meech, which contains a cooperative purchase provision (see p.15 of CCPA Contract No. 2024115). The City of Buckeye (City) desires to enter into CCPA Contract No. 2024115 with Heinfeld Meech and Co., for a total of $316,850, to cover 3 Fiscal Years, ending June 30th 2024, 2025, and 2026.
Staff Liaison: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161

***4.H** Council to take action to approve the submission of a $30,023,700 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Watson Road from Southern Avenue to MC85.

Summary: The requested grant funding, if awarded, will facilitate the construction of a multi-

modal bridge connecting Watson Road from Southern Avenue to MC85 over the railroad tracks and irrigation canal to reconnect the downtown area to employment (Walmart Distribution and Ross Warehouse) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling. The completion of the accessibility and connection of Watson Road over the railroad tracks and irrigation canal will also improve air pollution, reduce environmental harm, and improve community accessibility and safety.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***4.I** Council to take action to approve the submission of a $16,836,750 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Rooks Road from Baseline Road to MC85.

Summary: The requested grant funding, if awarded, will facilitate the construction of a multi-modal bridge connecting Rooks Road from Baseline Road to MC85 over the irrigation canal to reconnect the downtown area to employment (KORE Power) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling. The completion of the accessibility and connection of Rooks Road over the irrigation canal will also improve air pollution, reduce environmental harm, and improve community accessibility and safety.
Staff Liaison: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165

***4.J** Council to take action on the Construction Manager at Risk Agreement (No. 2024009) between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, related to pre-construction services in connection with the rehabilitation of the Sundance Water Reclamation Facility (WRF) in an amount not to exceed $231,000; and authorize the City Manager to approve additional contracts with other vendors in connection with said rehabilitation project not to exceed $18,519,000, for a grand total not to exceed $18,750,000, funded in part by the Water Infrastructure Finance Authority (WIFA) loan approved by Council on May 16, 2023.

Summary: This Council action will allow for the Construction Manager to complete the project in phases starting with the design and environmental investigation phase and following with Guaranteed Maximum Price (GMP) proposals to complete the construction work. GMP services may be submitted as a single GMP or as multiple GMPs to complete the project and will be determined by the City. The total estimated cost for the design and construction of the project, including all follow on GMPs, is the amount not to exceed $18,750,000.
Staff Liaison: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121

***4.K** Council to take action on Task Order No. 17 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for Miller Road and I-10 to Monroe Avenue Intelligent Transportation System (ITS) and Monroe Avenue Miller Road to Eason Avenue Intelligent Transportation System (ITS); and authorize the City Manager to execute and deliver said Task Order on behalf of the City.

Summary: The proposed Intelligent Transportation System (ITS) improvements will include the installation of conduit and fiber optic cable along Miller Road from Monroe Avenue to I-10 and connecting to the existing traffic signals to establish the ITS communication network. Additionally, the project shall extend new conduit and fiber easterly along Monroe Avenue from Miller Road to Eason Avenue connecting to the traffic signals to establish the ITS communication network. The total amount to be paid under this Task Order shall not exceed $204,527.80.

Staff Liaison: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204

5. Continued / Tabled Items

5.A Council to hold a public hearing and take action on Ordinance No. 06-24 approving an Amendment to the Copper Falls Community Master Plan as described in Case Number PLZZ-22-00025; approving the Second Amended Development Agreement between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., concerning the development of the northernmost approximately 72.3 acres of the Copper Falls Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.

Summary: *Continued from the March 5, 2024 Regular Council Meeting.* William E. Lally, Tiffany & Bosco, P.A., on behalf of property owner GM Gabrych Family Limited Partnership, is requesting approval of Application PLZZ-22-00025, a request involving two components, 1) Major Amendment to the Community Master Plan (CMP), revising permitted uses and establishing development standards to accommodate development of commercial and multi-family residential uses within the northernmost 72.3 acres of the overall 276-acre CMP; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the northernmost 72.3 acres of the Copper Falls CMP. The property subject to these approvals is approximately 72.3 acres located at the southwest corner of Miller Road and Broadway Road. The proposal does not modify any use, standard, or requirement for the southern 203.7 acres within the approved CMP. Approval of the proposed amendment will increase the diversity of housing options available in the Miller Road corridor while incorporating standards to minimize impacts on existing residents within the area. Furthermore, the future residents of this development will increase the demand for retail, restaurant, and other commercial services in the area, benefitting all who live and work in vicinity to the property.

Staff Liaison: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214

6. Public Hearings / Non-Consent - New Business

6.A Council to hold a public hearing and take action on Ordinance No. 08-24terminating the Development Agreement dated September 2, 2008 for the development of the Cipriani Community Master Plan on approximately 2106 acres of land generally located south of I-10 along Johnson Road; approving the Buckeye Tech Corridor (formerly “Cipriani”) Major Community Master Plan Amendment as described in Case Number PLZZ-23-0005 and the Development Agreement between the City of Buckeye and Cipriani Land Holdings, LLCc; authorizing the Mayor to sign all documents necessary to carry out the intent of this Ordinance; and, providing for repeal of conflicting ordinances and severability.

Summary: Both owners of real property located within the current boundaries of the Cipriani Community Master Plan (CMP) land area have requested to terminate the Development Agreement dated September 2, 2008 and terminate the current development obligations of the Cipriani CMP. Additionally, Cassandra Ayres, Berry Riddell LLC, on behalf of property owner Cipriani Land Holdings, LLC, is requesting approval of Application PLZZ-23-00005, a request involving two components, as follows: 1) Request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,091-acre site with commercial and light industrial uses; and 2) Approval of a Development Agreement defining developer and City obligations pertaining

to development of the 2,091-acre site. Approval of these requests will facilitate development of the site with a technology-centered light industrial and commercial campus, resulting in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties.
Staff Liaison: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214

7. Comments from the Mayor and Council

Mayor and Council may present a brief summary of current events and/or report on any of the Boards and Commissions and other organizations as necessary. The Council may not propose, discuss, deliberate, or take any legal action on information presented. Council may direct inquiries to staff.

8. City Manager's Report and Summary of Current Events

9. Proposals for Future Agenda Items

The Mayor and Council Members may propose items for inclusion in a future agenda: Council shall not discuss the merit or substance of any proposed item: discussion and action shall be limited to whether or not the item shall be included in a future agenda.

10. Adjournment

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.A. PD - Police Contingency Funds Transfer
DATE PREPARED: 03/18/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the transfer of contingency funds to the Police Department related to Council approved acceptance of Grant and Intergovernmental Agreement funded positions of two School Resource Officers, four Community Violence Reduction Officers, and one Crisis intervention Officer for the Police Department, in the amount not to exceed $590,200.

SUMMARY

PROJECT DESCRIPTION:
In accordance with requirements for each officer to be standardized, each position will require 1 patrol vehicle to be determined by City of Buckeye Fleet availability, with lighting package, radio and City of Buckeye Police livery. Each officer requires a hand held radio, patrol rifle, taser, handgun, patrol shield, ballistic vest, less lethal launcher and munitions, a uniform allowance, and standardized lifesaving equipment. The total expenditure for these items is $840,000 - $590,200 of which shall be transferred from contingency fund, with remaining funds coming from currently allocated capital funds.

Each Officer requires a marked patrol vehicle to complete their duties as assigned. While the approved Grants and Intergovernmental Agreement (IGAs) with the school districts cover salary and benefits costs for each position (seven officers total), the vehicles and equipment for the positions must be covered by the City. The costs for each vehicle are approximately $75,000 and the equipment costs for each officer are approximately $30,000, for a total expenditure from Contingency of $590,200 for Fiscal Year 2023-2024. $250,000 from the current budget will be utilized. The School Resource Officers' salaries are funded through IGAs with the Wickenburg and Litchfield Elementary School Districts. The Community Violence Reduction Officers are funded by the COPS Grant, and the Crisis Intervention Officer is funded by the Connect and Protect Grant. This is a request for Council to approve a transfer of Contingency funding to cover vehicles, vehicle equipment, and Officer equipment not covered by Grants or IGA.

FINANCIAL IMPACT STATEMENT:
The accounts in which the funds should be transferred to are:

Vehicles & Equipment - 10002121 - 541210 - $630,000 ($250,000 from 10002121 541070).
Radios - 10002121 - 541070 - $70,000
Patrol Shields - 10002121 -541070 - $70,000
Uniforms - 10002121 - 521922 - $15400
Taser, Handgun, Rifle, Vest, Less Lethal, Lifesaving Equipment - 10002128 - 521509 - $54,800

Council to approve utilization of $250,000 from current Capital Budget which will be transferred from Current Capital account to Vehicle Purchase account. Vehicles to be purchased utilizing current City of Buckeye Cooperative Contracts, up fitting will also be accomplished utilizing vendor on CCPA (Pride).

CURRENT FISCAL YEAR TOTAL COST:

$840,200 ($590,200 from contingency, $250,000 from current allocated budget)

BUDGETED:
No

FISCAL YEAR:
2024

FUND/DEPARTMENT:
Police Department General Fund

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Pride_Outfitting_01_2024_Chevy_Silverado_PPV_Patrol_OP-9436_r1.0.pdf
2024 1500 SILVERADO PPV 9C1 4WD.pdf
CAR - Wickenburg.pdf
CAR - Litchfield.pdf
CAR - 4 New Police Officers.pdf
CAR COPS - Awarded.docx
CAR Recap Summary COPS - Awarded.docx
CAR Connect & Protect FY23 - Awarded.docx
CAR Recap Summary Connect and Protect FY23 - Awarded.docx
CCPA Courtesy Chevrolet - Contract No. 2024006.pdf

Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9436

Project:

01_2024_Chevy_Silverado_PPV_Patrol

1/8/2024

Preferred Client:

Buckeye Police Department
Gary McGeough

623-349-6482 gmcgeough@buckeyeaz.gov

Revision	**1.0**
P.O. No.	
Terms	**Net 30**
FOB	**Chandler, AZ**
Pride Consultant	**JR**

Description	Qty	Price/	Total
2024 Chevrolet Silverado PPV Patrol Spec VIN:			
*** CUSTOM GRAPHICS *** !! A build cannot begin until the graphics package is approved and signed by Client !! APPROVAL REQUIRED BY:_____		0.00	0.00T
Buckeye Police Patrol Graphics 2023/24 Silverado- Black&White Printed, Cut 3M Vinyl; Reflective *Preliminary Pricing Estimate; Needs Customer-Approved Proof*	1	600.00	600.00T
PERIMETER LIGHTING AND EQUIPMENT: *Lighting Note: Utilize OEM PPV Headlight and Taillight flashers through Core Siren*			
Hella Hero Flex Turn/Park Function LED Bulb with Amber Side indicators and Red / Blue / Amber / White Steady Burn Controllable Emergency Lights 2023 Pricing *Front Turn-Signal R/B/W/A Strobes*	2	131.21	262.42T
Hella Hero Collar Adapter for 2020+ Silverado 1500 2023 Pricing	2	13.93	27.86T
Hella Hero Turn Signal Harness kit for 2021+ Silverado 2023 Pricing	2	24.16	48.32T
Westin 2020+ Chevrolet Silverado 1500, HDX Modular Grille Guard Includes 2" tube headlight protection wrap-around wings	1	644.67	644.67T
Whelen T-Ion TRIO Surface Mount Light Red/Blue/White 2024 Pricing *(4) Surface mounted to HDX Pushbumper front; (2) Mounted to Sides*	6	124.29	745.74T
Whelen Arges Series LED remote control spotlight, ProFocus 2024 Pricing *Fender Mounted Remote Spotlights*	2	638.58	1,277.16T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.

Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9436

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01_2024_Chevy_Silverado_PPV_Patrol

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Description	Qty	Price/	Total
Whelen Arges Drivers Side Fender Mounting Kit for 2021 Chevy Silverado 2024 Pricing	1	80.72	80.72T
Whelen Arges Passenger Side Fender Mounting Kit for 2021+ Chevy Silverado 2024 Pricing	1	80.72	80.72T
Arges Spotlight Controller 2024 Pricing	1	246.43	246.43T
Whelen Strip lite DUO Red/Blue including Steady-Burn, Clear Lens 2024 Core Pricing *(2) Side Rear Cab Window Lights; (2) Mounted to Tailgate*	2	151.43	302.86T
Whelen 90 Degree Mounting Bracket for 1 Strip Light Plus Lighthead. *Cab Window Light Brackets*	2	20.14	40.28T
Tomar Pre-Emption Power Supply, OPTICOM READY 2023 Pricing	1	572.14	572.14T
LIGHTBAR AND SIREN EQUIPMENT PACKAGE:			
Whelen Core Liberty II Lightbar Package: Buckeye-Spec 54" LIBERTYII Lightbar; 01-0688570-20 TRIO with Super Takedowns, Light Sensor, Alleys, and Center Strobe Tube; Red/White/Amber-Blue/White/Amber Front and Sides; Red/Blue/Amber Rear With Straps for 2024 Chevy Silverado PPV Bundle Pricing also includes C399 Core Siren, Control Head, OBDII Cable	1	3,756.67	3,756.67T
Whelen CenCom Core C399 Siren	1	0.00	0.00T
Whelen Core Control Head 3 position slide switch, 13 buttons, Rotary knob	1	0.00	0.00T
OBD II Canport Kit for 2022+ Chevy Silverado/Colorado Included with Whelen CORE bundles	1	0.00	0.00T

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Pride Consultant	**JR**

Description	Qty	Price/	Total
Vehicle to Vehicle Sync Module 2024 Core Promo Pricing	1	259.28	259.28T
Whelen CEM16 16-Output, 4-Input WeCanX Expansion Module 2024 Core Promo Pricing	1	204.29	204.29T
SA315P Speaker, Black Plastic, add specific SAK* bracket to be included at no cost 2024 Core Pricing	1	217.14	217.14T
Whelen Speaker Mount, Chevy Silverado 1500, 2019+ Driver or Passenger Side, Included with speaker purchase	1	0.00	0.00T
INTERIOR CAB EQUIPMENT:			
Silho-X 4" Round White/Red Combo Light SS Trim Ring *Driver Compartment Dome Light*	1	29.37	29.37T
Havis 12.5” Wide Console Box, 26" Level Mounting Space, 19" of Narrow Equipment Mounting (3.3"w) Contours to Dash for 2021-24 Chevy Silverado; Includes Equipment Brackets and Filler Panels	1	782.71	782.71T
Havis 1-Piece Equipment Mounting Bracket, 2.5" Mounting Space, Fits MotorolaXTL and APX REMOTE HEAD Radios	1	0.00	0.00T
Havis 4" Face plate for Whelen Cencom siren controller	1	0.00	0.00T
Havis 2" Power Access Faceplate Includes (3) 12v DC "Lighter" Plugs, (1) Dual USB-C/USB-A Port, and 1 Capped Blank Rectanular Accessory slot 2023 Pricing	1	152.57	152.57T
Havis 1-1/2" Filler Plate	1	0.00	0.00T
Havis 2" Blank Faceplate	1	0.00	0.00T

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1/8/2024

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Description	Qty	Price/	Total
Havis Self-Adjusting Double Cup Holder 4" accessory plate	1	57.43	57.43T
Havis 4" Mounting bracket for Whelen Arges Remote Spotlight control head	1	33.30	33.30T
6" Accessory Pocket, 2.5" Deep	1	54.57	54.57T
Havis Side Mount armrest, allows for adjustable height, 9.5" long x 2.75" wide molded rubber	1	80.57	80.57T
Havis Console Side/ Internal Mount Heavy Duty Telescoping Pole; 8.5"-13.5"	1	141.94	141.94T
Havis 11" Slide Out Locking Swing Arm with Low Profile Motion Device Adapter	1	314.57	314.57T
Havis 4.5" Accessory Holder for 3.3"W Section of Wide Consoles	1	21.43	21.43T
13" Accessory Pocket, 9.” Deep For 3.3"W Section Of Wide Consoles	1	71.99	71.99T
1-1/2" Filler Plate for Wide VSW Console	1	0.00	0.00T
B&B 90 Degree Mic clip Mount	2	7.91	15.82T
Magnetic Mic	2	34.29	68.58T
Streamlight Stinger SL-20L - 12V DC Smart Charge With Charging Dock	1	151.54	151.54T
Santa Cruz Dual Universal Rail Gun Rack with 2 X SC-6 Lock #H Key	1	668.56	668.56T
Snap-In Round Rocker Switch 47691, 16A, On-Off-On, SPDT, No Indicator/ No Marking *Toggle Switch for Red/White Driver Dome Light*	1	4.53	4.53T
Black Round Rocker Switch Amber LED 3P SPST On-Off 12VDC *Toggle Switch w/ Indicator for White Prisoner Dome light*	1	6.17	6.17T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

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Description	Qty	Price/	Total
ANTENNA SETUP: *Customer Provided 2-pc APX 6500 Radio and Getac Dock*			
Panorama Sharkfin Multi Band GPS 2G/3G/4G/WLAN Antenna 4- teminated leads: "GPS" FME female "WHIP" FME male "CELL" SMA male "WLAN" SMA female	1	173.82	173.82T
Panorama Antenna Moulded Flexi-740-960Mhz 0db Mast	1	12.12	12.12T
Panorama FME(ftd) MPL(ftd) 5m CS23 cable *Whip-Radio*	1	16.85	16.85T
Panorama SMA(m) to SMA(f) C29 Cable *Cell LTE to Dock*	1	21.07	21.07T
Panorama FME(m) - SMA(m) 5m CS23 *GPS to Dock*	1	16.85	16.85T
PRISONER CONTAINMENT:			
Troy Front Partition Kit 2019+ Silverado Partition Kit (TP-E-SL6-FS-SS, 2-SAB-CHV19, KP-CHV19-SS) 2024 Pricing	1	971.23	971.23T
Troy 2019+ Silverado 1500 Bench plastic seat with OS belt system, Rear Cab Window Screen, and Dual Under-Seat Storage Drawers 2024 Pricing	1	3,517.43	3,517.43T
Troy 2019+ Silverado 1500 Driver/Passenger Diamond-Punch Window Screens 2024 Pricing	1	208.29	208.29T

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

Sales Tax (7.8%)

Total

Thank you for the opportunity.

Pride Outfitting, LLC
PO Box 11100
Chandler AZ 85248
480.663.3911

Proposal OP-9436

Project:

01_2024_Chevy_Silverado_PPV_Patrol

1/8/2024

Preferred Client:

Buckeye Police Department
Gary McGeough

623-349-6482 gmcgeough@buckeyeaz.gov

Revision	**1.0**
P.O. No.	
Terms	**Net 30**
FOB	**Chandler, AZ**
Pride Consultant	**JR**

Description	Qty	Price/	Total
Troy 2019+ Silverado Driver and Passenger Side Door Panel 2024 Pricing	1	273.86	273.86T
Silho-X 4" Round White Light SS Trim Ring *Prisoner Compartment Dome Light*	1	27.64	27.64T
INSTALLATION MATERIALS:			
Pride Outfitting Blue Spyder; Power Isolation Management System - 26 Circuit Standalone Fusepanel, 12V Vehicle Wiring Solution Including 18 adjustable timed circuits ranging 30 minutes to 8 hours, 8 constant battery circuits 150 AMP circuit protection breaker, Super Relay, GXL heat resistant wiring, In enclosed Circuit Box	1	675.00	675.00T
Shop Supplies and Consumables (Full Patrol Spec)	1	298.00	298.00T
Subtotal of Parts Subject to S&H Charges			18,234.51
SHIPPING & HANDLING		4.50%	820.55
Professional Installation Services Includes; *Tailored Programming *Customer Provided Radio and MDC Dock Installation *Customer Provided VSG installation, procured directly through Whelen with Service Agreement	39.5	90.00	3,555.00
3M Certified Graphics Installation	1.5	85.00	127.50

RATES GUARANTEED FOR 30 DAYS. AFTERWARD ALLOW FOR PRICE ADJUSTMENTS BASED ON CURRENT COSTS .

~ PLEASE SIGN AND EMAIL BACK TO CONFIRM YOUR ORDER ~

I, (we) agree to the terms, conditions & rates, and agree to pay Pride Outfitting in full for the services listed.

Signature_____ Print Name _____

Sales Tax (7.8%)	$1,422.29
Total	**$24,159.85**

Thank you for the opportunity.

ALL RATES HEREIN ARE ONLY VALID FOR 30 DAYS. PAYMENT POLICY: Pride Outfitting requires 50% deposits on all accounts. The balance is due prior to or at delivery of equipment of service unless otherwise stated. All late payments are subject to 10% late fee + 18% APR. The policies, rates and conditions are considered approved and in effect upon receipt of any payment, service or equipment. A restocking fee will be applied to equipment cancelled following approval at 100%. 75% if less than 14 days & 50% if less than 21 days. Please make checks payable to "Pride Outfitting" note invoice/proposal number. We also accept ACH, Visa, MasterCard & AMEX.

COURTESY CHEVROLET

7/5/2023

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315

VEHICLE	**2024 CHEVROLET 1500 SILVERADO CREW CAB WT PPV 9C1 4WD** **PER ATTACHED SPECS**	$ 49,761.30

INCLUDES TINT, 4 KEYS/FOBS

TOTAL	$ 49,761.30
SALES TAX	$ 4,165.08
TIRE TAX	$ 5.00
GRAND TOTAL	$ 53,931.38

ORDERED UNIT
120-150 DAYS ARO

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK10543	2024 Chevrolet Silverado 1500 4WD Crew Cab 147" Work Truck	$44,013.80	$45,800.00

COLORS

CODE	DESCRIPTION
GBA	Black

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00	$0.00
5J1	Calibration, keyless remote panic button exterior lights/horn disable (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
5J3	Calibration, Surveillance Mode Interior & Exterior Lighting Calibration to disable interior & exterior automatic lighting. Feature is activated by adding wire connection to the BCM by customer/upfitter. (Requires C*10*43 model and included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
5J9	Calibration, Taillamp Flasher, Red/White Calibration flashes back-up (white) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
5LO	Calibration, Taillamp Flasher, Red/Red Calibration flashes back-up (red) and brake (red) lamps alternatingly when activated. (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
6J7	Flasher System Headlamp and taillamp, DRL compatible with control wire (Requires C*10*43 model. Included and only available with (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	Inc.	Inc.
9C1	Police Pursuit Package includes (K47) high-capacity air filter, (KW5) 220-amp alternator, (KI4) 120-volt power outlet, (KC9) 120-volt bed-mounted power outlet, (J55) Heavy Duty Brakes, (PXT) 20" Black painted steel wheels, (RNQ) 20" Black painted steel spare wheel, (QAE) 275/60R20SL all-terrain, blackwall tires, (RMW) 275/60R20 all-terrain, blackwall spare tire, (VZ2) speedometer calibration, (JHD) Hill Descent Control, (5J1) Calibration, keyless remote panic button exterior lights/horn disable, (NZZ) skid plates, (G80) auto-locking differential, (K34) cruise control, (NQH) 2-speed transfer case, (5J3) calibration and surveillance mode interior & exterior lighting, (6J7) headlamp and taillamp flasher system, (5LO) red/red taillamp flasher calibration and (5J9) red/white taillamp flasher calibration (Requires (Z71) Z71 Off-Road Package or (Z7X) Suspension Package. Requires CK10543 4WD Crew Cab Short Bed, (L84) 5.3L EcoTec3 V8 engine and either (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package. Not available with (5W4) Special Service Package.	$4,295.20	$4,720.00

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Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
9G8	Headlamps, daytime running lamps and automatic headlamp control delete (Requires C*10*43 model and (5W4) Special Service Vehicle or (9C1) Police Pursuit Package.)	$45.50	$50.00
A2X	Seat adjuster, driver 10-way power including lumbar (Requires (ZLQ) WT Fleet Convenience Package, (H0U) Jet Black interior and (KI4) 120-volt power outlet.)	$263.90	$290.00
AMF	Remote Keyless Entry Package Includes 4 additional transmitters, NOTE: programming of remotes is at customer's expense. Programming remotes is not a warranty expense. (Requires Crew Cab C*10*43 model.)	$68.25	$75.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	$0.00	$0.00
BCV	Auto Door Locks Disable Calibration disables auto door locks and is activated through radio or DIC settings. (Requires C*10*43 model, (5W4) Special Service Vehicle or (9C1) Police Pursuit Package and Government order.)	$68.25	$75.00
C5Y	GVWR, 7100 lbs. (3221 kg) (Requires Crew Cab 4WD model with (L84) 5.3L EcoTec3 V8 engine.)	Inc.	Inc.
CTT	Hitch Guidance dynamic single line to aid in trailer alignment for hitching (Included and only available with (Z82) Trailering Package.)	Inc.	Inc.
DLF	Mirrors, outside heated power-adjustable (Standard on Regular Cab models. Included and only available with (ZLQ) WT Fleet Convenience Package or (PCV) WT Convenience Package on Crew Cab and Double Cab models. When (PQA) WT Safety Package is ordered, includes (DP6) high gloss Black mirror caps.)	Inc.	Inc.
FE9	Emissions, Federal requirements	$0.00	$0.00
G80	Auto-locking rear differential (Required with (L84) 5.3L EcoTec3 V8 engine when (Z82) Trailering Package is ordered. Included with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.	Inc.
GBA	Black	$0.00	$0.00
GU5	Rear axle, 3.23 ratio (Included and only available with (L84) 5.3L EcoTec3 V8 engine.)	Inc.	Inc.
H0U	Jet Black, Cloth seat trim (On 1WT models requires (ZLQ) WT Fleet Convenience Package and (A2X) 10-way power driver seat adjuster. Not available with (ZW9) pickup bed delete.)	$0.00	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	$0.00	$0.00
J55	Brakes, Heavy-Duty 4-wheel antilock, 4-wheel disc (Included and only available with (9C1) Police Pursuit Package.)	Inc.	Inc.
JHD	Hill Descent Control (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package.)	Inc.	Inc.

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Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (✓ Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.	Inc.
K47	Air filter, heavy-duty (Included and only available with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package, (5W4) Special Service Package or (9C1) Police Pursuit Package. Available free flow as a SEO.)	Inc.	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.	Inc.
KC9	Power outlet, bed mounted, 120-volt (400 watts shared with (KI4) interior power outlet) (Included and only available with (KI4) Power outlet. Not available with (ZW9) pickup bed delete.)	Inc.	Inc.
KI4	Power outlet, interior power outlet, 120-volt (400 watts shared with (KC9) bed mounted power outlet) (Requires (QT5) EZ Lift power lock and release tailgate. Included with (5W4) Special Service Package and (9C1) Police Pursuit Package. Includes (UBI) USB ports on Crew and Double Cab models only.)	Inc.	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.	Inc.
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency (Requires (G80) auto-locking differential on CC10543 Crew Cab models. Not available with C*10703 Regular Cab model.)	$1,451.45	$1,595.00
MI2	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (9C1) Police Pursuit Package, (5W4) Special Services Package or (FHS) E85 FlexFuel capability.)	Inc.	Inc.
NQH	Transfer case, two-speed electronic Autotrac with push button control (4WD models only) (Included and only available with (Z71) Z71 Off-Road Package or (9C1) Police Pursuit Package. Free flow requires Regular Cab model.)	Inc.	Inc.
NZZ	Skid Plates (Included with (BAQ) Work Truck Package, (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (9C1) Police Pursuit Package.)	Inc.	Inc.
PXT	Wheels, 20" x 9" (50.8 cm x 22.9 cm) Black painted steel (Included and only available with (9C1) Police Pursuit Package.)	Inc.	Inc.
QAE	Tires, 275/60R20SL all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	Inc.	Inc.
QT5	Tailgate, gate function manual with EZ Lift includes power lock and release	$136.50	$150.00
RMW	Tire, spare 275/60R20 all-terrain, blackwall (Included and only available with (9C1) Police Pursuit Package.)	Inc.	Inc.
RNQ	Wheel, full-size spare, matching 20" (50.8 cm) steel wheel without center cap (Included and only available with (9C1) Police Pursuit Package.)	Inc.	Inc.

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Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
UBI	USB ports, rear, dual, charge-only (Included and only available with (KI4) 120-volt power outlet on Crew and Double Cab models only.)	Inc.	Inc.
Z71	Z71 Off-Road Package includes (Z71) Off-Road suspension, (JHD) Hill Descent Control, (NZZ) skid plates and (K47) heavy-duty air filter (Requires Crew Cab or Double Cab 4WD model, (L84) 5.3L EcoTec3 V8 engine, (Z82) Trailering Package and AT or MT tires. Includes Z71 hard badge, (G80) locking differential and (NQH) 2-speed transfer case. Not available with (L3B) TurboMax engine.)	$0.00	$0.00
Z82	Trailering Package includes trailer hitch, 7-pin and 4-pin connectors and (CTT) Hitch Guidance (With (L84) 5.3L EcoTec3 V8 engine requires (G80) locking differential. Included with (PEB) WT Value Package.)	$386.75	$425.00
ZLQ	WT Fleet Convenience Package includes (K34) cruise control and (DLF) power mirrors (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	$336.70	$370.00
	Options Total	**$7,052.50**	**$7,750.00**

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Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" Work Truck (Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	$44,013.80	$45,800.00
Total Options	$7,052.50	$7,750.00
Vehicle Subtotal	$51,066.30	$53,550.00
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$1,895.00	$1,895.00
Grand Total	**$52,961.30**	**$55,445.00**

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COURTESY CHEVROLET

7/5/2023

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315

SUPPORT SERVICE TRUCK

VEHICLE	**2024 CHEVROLET 1500 SILVERADO CREW CAB LT 4X4** **PER ATTACHED SPECS**	**$** 53,250.10

INCLUDES TINT, 4 KEYS/ 2 FOBS

TOTAL	**$** 53,250.10
SALES TAX	$ 4,454.65
TIRE TAX	$ 5.00
GRAND TOTAL	$ 57,709.75

ORDERED UNIT
120-150 DAYS ARO

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CK10543	2024 Chevrolet Silverado 1500 4WD Crew Cab 147" LT w/1LT	$50,531.70	$53,700.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
1LT	LT Preferred Equipment Group includes standard equipment	$0.00	$0.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	$0.00	$0.00
C6A	GVWR, 7300 lbs. (3311 kg) (Requires 4WD model and (NHT) Max Trailering Package.)	Inc.	Inc.
DD8	Mirror, inside rearview auto-dimming (Included and only available with (DPO) trailering mirrors.)	Inc.	Inc.
DPO	Mirrors, outside power-adjustable vertical trailering with heated upper glass, lower convex mirrors, integrated turn signals, clearance lamps and auxiliary lighting; manual folding/extending (Includes (DD8) auto-dimming inside rearview mirror. Not available with (RG5) (Z82) Fleet LT Trailering Package Delete.)	$313.95	$345.00
FE9	Emissions, Federal requirements	$0.00	$0.00
GAZ	Summit White	$0.00	$0.00
GU6	Rear axle, 3.42 ratio (Included with (L3B) TurboMax engine or (L84) 5.3L EcoTec3 V8 engine and (NHT) Max Trailering Package.)	Inc.	Inc.
HV5	Gideon/Very Dark Atmosphere, Cloth seat trim (Not available on 2FL models.)	$0.00	$0.00
IOK	Audio system, Chevrolet Infotainment 3 Premium system with Google built-in compatibility (select service plan required, terms and limitations apply) including navigation capability, 13.4" diagonal HD color touchscreen, includes multi-touch display, AM/FM stereo, Bluetooth streaming audio for music and most phones; featuring Wireless Apple CarPlay and Wireless Android Auto capability for compatible phones, advanced voice recognition, in-vehicle apps, personalized profiles for infotainment and vehicle settings (STD)	$0.00	$0.00
JL1	Trailer brake controller, integrated (Included with (PCM) Convenience Package II or (NHT) Max Trailering Package. Not available with (RG5) (Z82) Fleet LT Trailering Package Delete.)	Inc.	Inc.
KC4	Cooling, external engine oil cooler (Included and only available with V8 engines.)	Inc.	Inc.
KNP	Cooling, auxiliary external transmission oil cooler (Included and only available with V8 engines.)	Inc.	Inc.

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Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
L84	Engine, 5.3L EcoTec3 V8 (355 hp [265 kW] @ 5600 rpm, 383 lb-ft of torque [518 Nm] @ 4100 rpm); featuring available Dynamic Fuel Management that enables the engine to operate in 17 different patterns between 2 and 8 cylinders, depending on demand, to optimize power delivery and efficiency	$1,451.45	$1,595.00
MHT	Transmission, 10-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (Included and only available with (L84) 5.3L EcoTec3 V8 engine and (AZ3) bench seat.)	Inc.	Inc.
NHT	Max Trailering Package includes 9.76" rear axle, enhanced cooling radiator, revised shock tuning for increased control, heavier duty rear springs and increased RGAWR and (KW5) 220-amp alternator (Requires (L84) 5.3L EcoTec3 V8 engine or (LZ0) Duramax 3.0L Turbo-Diesel I6 and 18" or 20" wheels and tires. Includes (JL1) trailer brake controller. Includes (GU6) 3.42 axle ratio when (L84) 5.3L EcoTec3 V8 engine is ordered. Includes (GT4) 3.73 axle ratio when (LZ0) Duramax 3.0L Turbo-Diesel I6 engine is ordered. Not available with (Z71) Z71 Off-Road Package. Not available with (RG5) (Z82) Fleet LT Trailering Package Delete.)	$1,023.75	$1,125.00
QDS	Tires, 265/65R18SL all-terrain, white outlined letter	$318.50	$350.00
RCV	Wheels, 18" x 8.5" (45.7 cm x 21.6 cm) Bright Silver painted aluminum (Included with (Z71) Off-Road Package or (PDZ) Z71 Off-Road and Protection Package. Requires (Z71) Off-Road Package when (VYU) Snow Plow Prep Package is ordered.)	$273.00	$300.00
RIA	LPO, All-weather floor liners 1st and 2nd rows on Crew Cab and Double Cab, (includes Chevrolet Bowtie logo), (Included with (PDQ) Liner Protection Package, LPO. Not available with (Z71) Z71 Off-Road Package, (BG9) rubberized vinyl flooring or (AAK) All-weather Z71 floor liners, LPO.)	$209.30	$230.00
RM7	Wheel, 17" x 8" (43.2 cm x 20.3 cm) full-size, steel spare (Included and only available with (NHT) Max Trailering Package.)	Inc.	Inc.
VBJ	LPO, Underseat storage (dealer-installed)	$268.45	$295.00
XCQ	Tire, spare 265/70R17SL all-season, blackwall (Included and only available with (QDV) 265/70R17 all-terrain blackwall tires, (QDF) 265/65R18SL all-season blackwall tires, (QDS) 265/65R18SL all-terrain white outline letter tires, (XCK) 265/65R18SL all-terrain blackwall tires or (R3O) LT275/65R18 Goodyear Wrangler DuraTrac tires.)	Inc.	Inc.
	Options Total	**$3,858.40**	**$4,240.00**

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Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CK10543) 4WD Crew Cab 147" LT w/1LT (Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	$50,531.70	$53,700.00
Total Options	$3,858.40	$4,240.00
Vehicle Subtotal	$54,390.10	$57,940.00
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$1,895.00	$1,895.00
Grand Total	**$56,285.10**	**$59,835.00**

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COURTESY CHEVROLET

7/5/2023

STATE OF ARIZONA
VEHICLE QUOTE
STATE CONTRACT# CTR059315

VEHICLE	**2024 CHEVROLET 1500 SILVERADO REG CAB WT 2WD** **PER ATTACHED SPECS**	**$** 35,692.70

INCLUDES TINT, 4 KEYS/ 2 FOBS

TOTAL	**$** 35,692.70
SALES TAX	$ 2,997.38
TIRE TAX	$ 5.00
GRAND TOTAL	$ 38,695.08

ORDERED UNIT
120-150 DAYS ARO

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (Complete)

Selected Model and Options

MODEL

CODE	MODEL	Invoice	MSRP
CC10903	2024 Chevrolet Silverado 1500 2WD Reg Cab 140" Work Truck	$35,557.00	$37,000.00

COLORS

CODE	DESCRIPTION
GAZ	Summit White

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
----	Option/package discount (Requires (L3B) TurboMax engine or (PEB) WT Value Package.) *DISCOUNT*	($1,365.00)	($1,500.00)
1WT	Work Truck Preferred Equipment Group includes standard equipment	$0.00	$0.00
5H1	Key equipment, two additional key fobs (Requires (SAF) spare tire lock. Not available with SEO (5Z4) spare wheel, carrier and lock delete or (AMF) Remote keyless entry package.)	$40.95	$45.00
AZ3	Seats, front 40/20/40 split-bench with covered armrest storage and under-seat storage (lockable) (STD)	$0.00	$0.00
E63	Durabed, pickup bed (STD)	$0.00	$0.00
FE9	Emissions, Federal requirements	$0.00	$0.00
GAZ	Summit White	$0.00	$0.00
GU6	Rear axle, 3.42 ratio	$0.00	$0.00
H1T	Jet Black, Cloth seat trim	$0.00	$0.00
IOR	Audio system, Chevrolet Infotainment 3 system 7" diagonal HD color touchscreen, AM/FM stereo, Bluetooth audio streaming for 2 active devices, voice command pass-through to phone, Wireless Apple CarPlay and Wireless Android Auto compatibility (STD)	$0.00	$0.00
K34	Cruise control, electronic with set and resume speed, steering wheel-mounted (Included with (ZLQ) WT Fleet Convenience Package, (PCV) WT Convenience Package or (9C1) Police Pursuit Package. Upgradeable to (KSG) Adaptive Cruise Control.)	Inc.	Inc.
L3B	Engine, TurboMax (310 hp [231 kW] @ 5600 rpm, 430 lb-ft of torque [583 Nm] @ 3000 rpm) (STD) (Not available with (Z71) Z71 Off-Road Package, (VYU) Snow Plow Prep Package or (ZW9) pickup bed delete.) *GROSS*	$0.00	$0.00
MFC	Transmission, 8-speed automatic, electronically controlled with overdrive and tow/haul mode. Includes Cruise Grade Braking and Powertrain Grade Braking (STD) (Included and only available with (L3B) TurboMax engine.)	$0.00	$0.00
QBN	Tires, 255/70R17 all-season, blackwall (STD)	$0.00	$0.00

This document contains information considered Confidential between GM and its Clients uniquely. The information provided is not intended for public disclosure. Prices, specifications, and availability are subject to change without notice, and do not include certain fees, taxes and charges that may be required by law or vary by manufacturer or region. Performance figures are guidelines only, and actual performance may vary. Photos may not represent actual vehicles or exact configurations. Content based on report preparer's input is subject to the accuracy of the input provided.
Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (Complete)

OPTIONS

CODE	DESCRIPTION	Invoice	MSRP
QBR	Tire, spare 255/70R17 all-season, blackwall (STD) (Included with (QBN) 255/70R17 all-season, blackwall tires.)	$0.00	$0.00
RD6	Wheels, 17" x 8" (43.2 cm x 20.3 cm) Ultra Silver painted steel (STD)	$0.00	$0.00
ZLQ	WT Fleet Convenience Package includes (K34) cruise control (Upgradeable to (DPO) trailer mirrors and includes (DD8) auto dimming rearview mirror. Not available with (PCV) WT Convenience Package.)	$204.75	$225.00
	Options Total	**($1,119.30)**	**($1,230.00)**

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Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.

Courtesy Chevrolet
Berney Kullos | 6023632884 | bkullos@houseofcourtesy.com

Vehicle: [Fleet] 2024 Chevrolet Silverado 1500 (CC10903) 2WD Reg Cab 140" Work Truck (Complete)

Price Summary

PRICE SUMMARY

	Invoice	MSRP
Base Price	$35,557.00	$37,000.00
Total Options	($1,119.30)	($1,230.00)
Vehicle Subtotal	$34,437.70	$35,770.00
Dealer Advertising Adjustment	$0.00	$0.00
Destination Charge	$1,895.00	$1,895.00
Grand Total	**$36,332.70**	**$37,665.00**

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Data Version: 19849. Data Updated: Jul 4, 2023 6:41:00 PM PDT.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/03/23	**AGENDA ITEM:** 4.G. PD - The City of Buckeye and Wickenburg Unified School District No.9 (WUSD) School Resource Officer Intergovernmental Agreement
DATE PREPARED: 09/28/23	**DISTRICT NO.:** ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 84-23 approving the Intergovernmental Agreement between the City of Buckeye and Wickenburg Unified School District No. 9 for School Resource Officer services; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye and WUSD would like to enter into an agreement whereby the Buckeye Police Department will provide a sworn police officer to serve as a school resource officer for the WUSD.

BENEFITS:

Having SROs at schools is beneficial for the safety of the students and faculty, as well as for the education of the students, as SROs are required to meet a set amount of law-related education hours. Additionally, having officers assigned to the school frees patrol officers from having to respond to the school for a variety of calls for service. Finally, entering into the agreement with WUSD will result in reimbursable salary savings for the Buckeye's Police Department.

FUTURE ACTION:

Once Council approves the agreement, the City Clerk will forward the executed agreement to the Police Department Grant Programs Administrator. The Grant Programs Administrator will then forward the executed agreement to WUSD for execution. WUSD has reviewed the agreement.

FINANCIAL IMPACT STATEMENT:
WUSD shall pay the city no more than $99,729.90/officer to defray the cost of SRO salary and benefits for an eleven (11) month period. WUSD shall remit payment to the city within thirty (30) days of receipt of an invoice from the City of Buckeye. Reimbursement to the City of Buckeye for SRO costs will be done on a monthly basis.

CURRENT FISCAL YEAR TOTAL COST:
WUSD will reimburse the city no more than $99,729.90 per officer for an eleven-month period.

BUDGETED:

Yes

FISCAL YEAR:
2023-2024

FUND/DEPARTMENT:
35732121 523

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
WUSD -City of Buckeye SRO 2023-2026- Board Approved-pending Buckeye approval.pdf
RES_84-23_for_IGA_between_City_and_WUSD_for_SRO.pdf

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 10/03/23	**AGENDA ITEM:** 4.F. PD - City of Buckeye and Litchfield Elementary School District School Resource Officer Intergovernmental Agreement
DATE PREPARED: 09/28/23	**DISTRICT NO.:** ALL
STAFF LIAISON: Larry Hall, Police Chief, lhall@buckeyeaz.gov, (623) 349-6438	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 83-23 approving the Intergovernmental Agreement between the City of Buckeye and the Litchfield Elementary School District, relating to assignment and funding of School Resource Officers; and authorizing the Mayor, City Manager and Police Chief to execute and deliver said Agreement and related documents on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:

The City of Buckeye and the District would like to enter into an agreement whereby the Buckeye Police Department will provide a sworn police officer to serve as a school resource officer for the Litchfield Elementary School District.

BENEFITS:

Having SROs at schools is beneficial for the safety of the students and faculty, as well as for the education of the students, as SROs are required to meet a set amount of law-related education hours. Additionally, having officers assigned to the school frees patrol officers from having to respond to the school for a variety of calls for service. Finally, entering into the agreement with the district will result in reimbursable salary savings for the Buckeye's Police Department.

FUTURE ACTION:

Once Council approves the agreement, the City Clerk will forward the executed agreement to the Police Department Grant Programs Administrator. The Grant Programs Administrator will then forward the executed agreement to the district for execution. The district has reviewed the IGA.

FINANCIAL IMPACT STATEMENT:
Payment to the city from the district is due within thirty (30) days of the district's receipt of a monthly itemized invoice. The city may charge, and the district agrees to pay interest ("late fees") in the amount of ten percent (10%) per annum on any balance that remains unpaid more than fifteen days after the due date. The city and the district understand that late fees will not be paid from School Safety Grant funds.

CURRENT FISCAL YEAR TOTAL COST:
The school district will reimburse the City of Buckeye up to $108,800 per school year.

BUDGETED:
Yes

FISCAL YEAR:
2023-2024

FUND/DEPARTMENT:
35732121 523

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Litchfield_ESD_-_Buckeye_SRO_IGA_lb (4).pdf
RES_83-23_for_IGA_between_City_and__Litchfield_Elementary_School_District__for_SRO (1).pdf

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 12/19/23	**AGENDA ITEM:** 4.G. FIN - Accept and Execute Community Oriented Policing Services Grant to Hire Four New Police Officers
DATE PREPARED: 12/18/23	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the approval, acceptance, and execution of a Grant Award from the United States Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS Office), and authorizing the Mayor or City Manager to accept, execute, and deliver the Grant Award or Agreement and authorizing the City Manager to create four new full-time positions in the Buckeye Police Department to fulfill the grant objectives.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye has applied for and has been awarded the US DOJ COPS Office Grant. The total grant request and award is $500,000 with a $854,692 match required from the City. The grant will fund the hire of four law enforcement officers over a three-year period to increase community policing capacity and crime prevention efforts. The team will create a multi-dimensional approach to strengthening community relationships that lead to the reduction of crime and reduction of adverse livability issues. This approach will incorporate community partnerships with social services, religious-based groups, school networks, law enforcement agencies and community organizations. These officers will be selected based on their ability to communicate effectively with community groups and implement community problem-solving programs.

BENEFITS:
The Buckeye Police Department requested four law enforcement officers to coordinate a team focused on community engagement and empowerment, prevention education, and investigative follow-up. The team will create a multi-dimensional approach to strengthening community relationships that lead to the reduction of crime and reduction of adverse livability issues. This approach will incorporate community partnerships with social services, religious-based groups, school networks, law enforcement agencies and community organizations. These officers will be selected based on their ability to communicate effectively with community groups and implement community problem-solving programs.

FUTURE ACTION:
After the hiring of the law enforcement officers, it is anticipated that ongoing expense of these officers will be included in the police budget, less the funds received from any grant award.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $500,000 with a $854,692 match required from the City over a three-year period.

CURRENT FISCAL YEAR TOTAL COST:
$284,987

BUDGETED:
No

FISCAL YEAR:
2023-2024

FUND/DEPARTMENT:
Police

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CAR Recap Summary COPS - Awarded.docx
COPS Award_Package_FAW-181001.pdf
Resolution No. 39-23.pdf

CITY OF BUCKEYE
COUNCIL/BOARD ACTION REPORT

MEETING DATE: 12/05/23	AGENDA ITEM: Approve, accept, and carry out the terms and conditions of the US Department of Justice, Office of Community Oriented Policing Services (COPS Office)
DATE PREPARED: 11-14-23	DISTRICT NO.: All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Finance/Police Department	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)

Council to take action on the approval, acceptance, and execution of a grant award from the US Department of Justice (DOJ), Office of Community Oriented Policing Services (COPS Office) and authorizing the Mayor or City Manager to accept, execute, and deliver the grant award or agreement and authorizing the City Manager to create four new full-time positions in the Buckeye Police Department to fulfill the grant objectives.

RELEVANT GOALS:

Goal 3: Innovative and High Performing Organizations
Goal 4: A Safe and Sustainable Quality of Life

SUMMARY

PROJECT DESCRIPTION: The City of Buckeye has applied for and has been awarded the US Department of Justice, Office of Community Oriented Policing Services (COPS Office) Grant. The total grant request and award is $500,000, there is a $854,692 match required from the City. The grant will fund the hire of four new officers over a three-year period to increase community policing capacity and crime prevention efforts.

BENEFITS:
The department requested four (4) officers to coordinate a team focused on community engagement and empowerment, preventive education, and investigative follow-up. The team will create a multi-dimensional approach to strengthening community relationships that lead to the reduction of crime and reduction of adverse livability issues. This approach will incorporate community partnerships with social services, religious-based groups, school networks, law enforcement agencies and community organizations. These officers will be selected based on their ability to communicate effectively with community groups and implement community problem-solving programs.

FUTURE ACTION: After the hiring of the new officers, it is anticipated that ongoing expense of new officers will be included in the police budget, less the funds received from any grant award.

FINANCIAL IMPACT STATEMENT: The Federal grant portion is $500,000, with a $854,692 match required from the City.

FISCAL YEAR:

2024 - 2027

DEPARTMENT: Police Department

ATTACHMENTS:

Office of Community Policing Services (COPS Office) Grant Summary Recap

Project Description:

The City of Buckeye Council has previously approved the submission of an application, which has been subsequently awarded by the U.S. Department of Justice, Office of Community Oriented Policing Services (COPS Office). The grant award is for the hire of 4 new law enforcement officers over a three-year period. The total grant request and award is $500,000. There is a $854,692 match required from the City.

Project Cost

- $ 1,354,694 ($500,000 is reimbursable based on budget)

Required Match

- $ 854,692

Grant Amount

- $ 500,000

Plans Once Grant Expires:

- After the hiring of the new officers, it is anticipated that ongoing expense of new officers will be included in the police budget, less the funds received from any grant award.

Objectives and Expected Outcomes

- The objective is to hire four new law enforcement officers to focus on community engagement and empowerment, preventive education, and investigative follow-up.
- The expected outcome is a reduction of crime and adverse livability issues through a multi-dimensional approach to strengthening community relationships.

Time Period for the Grant

- FY 2024 – FY 2027

CITY OF BUCKEYE
COUNCIL/BOARD ACTION REPORT

MEETING DATE: 10/17/23	AGENDA ITEM: Approve, accept, and carry out the terms and conditions of the US Department of Justice, Law Enforcement Behavioral Health Response Program Award
DATE PREPARED: 9-28-23	DISTRICT NO.: All
STAFF LIAISON: Robert Sanders, Deputy Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Finance/Police Department	AGENDA ITEM TYPE: Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)

Council to take action on Resolution No. xxxx for the approval, acceptance, and execution of a grant award from the US Department of Justice, Office of Justice, BJA FY23 Connect and Protect: Law Enforcement Behavioral Health Response Program, which includes the addition of a new FTE, and authorizing the Mayor or City Manager to accept, execute, and deliver the grant award or agreement.

RELEVANT GOALS:

Goal 3: Innovative and High Performing Organizations

Goal 4: A Safe and Sustainable Quality of Life

SUMMARY

PROJECT DESCRIPTION: The City of Buckeye Council has previously approved the submission of an application and has been awarded the US Department of Justice BJA FY23 Connect and Protect: Law Enforcement Behavioral Health Response Program Grant, which includes theaddition of a new FTE. The total grant award is $550,000. Total project cost is estimated at $765,478, of which $215,478 will be required as a matching contribution by the City. The police unit funded by this grant will engage citizens in crisis, de-escalate the situation, deflect citizens from incarceration, and direct citizens to treatment.

BENEFITS:
The objective of the CRT program will be to enhance and expand the co-responder program, which partners a law enforcement officer and a clinical professional to transform the current criminal justice response and to channel persons in crisis into treatment rather than incarceration, addressing mental health and substance abuse disorders. The expected outcome is to initially double BPD's capacity to respond to calls for service, to de-escalate, provide care, and reduce recidivism.

FUTURE ACTION: After Buckeye has exhausted the funding (about 3 years) future CRT funding will become

a part of the annual budget unless future grant opportunities arise.

FINANCIAL IMPACT STATEMENT: The Federal grant portion is $550,000. The match for this grant is $215,478. The total cost is $765,478 over a 3-year period.

FISCAL YEAR:

2024-2027

DEPARTMENT: Police Department

ATTACHMENTS:

BJA FY 23 Connect and Protect: Law Enforcement Behavioral Health Response Program Summary Recap

Project Description:

The City of Buckeye has applied for and has been awarded the US Department of Justice, Law Enforcement Behavioral Health Response Program. The program supports the addition of a second Crisis Response Team (CRT) for the Buckeye Police Department (BPD) over a 3-year period, which includes the addition of a new FTE . The Council previously approved the grant application for this program.

Project Cost

- $ 765,478 ($550,000 Reimbursable based on budget)

Required Match

- $ 215,478

Grant Amount

- $ 550,000

Plans Once Grant Expires:

- After Buckeye has exhausted the funding (about 3 years) future CRT budget will become a part of the annual budget unless future grant opportunities arise.

Objectives and Expected Outcomes

- The objective of the CRT program will be to enhance and expand the co-responder program, which partners a law enforcement officer and a clinical professional to transform the current criminal justice response and to channel persons in crisis into treatment rather than incarceration, addressing mental health and substance abuse disorders.
- The expected outcome is to initially double BPD's capacity to respond to calls for service, to de-escalate, provide care, and reduce recidivism.

Time Period for the Grant

- 10/01/23 – 9/30/26

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
Courtesy Chevrolet

New Vehicle Purchase
CONTRACT NO. 2024006

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of August 15, 2023 between the City of Buckeye, an Arizona municipal corporation (the "City"), and Courtesy Chevrolet (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, "the State of Arizona" and Contractor entered into Contract No. CTR059315, dated March 17, 2022 (such contract and subsequent amendments thereto herein referred to as the "State of Arizona Contract"), which is attached hereto as Exhibit A and incorporated herein by reference); and

WHEREAS, the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit A and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the State of Arizona Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the State of Arizona Contract, save that references therein to State of Arizona shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth below for approval and remain in effect for the remainder of the Contract's term unless such term is modified or extended pursuant to the terms of the State of Arizona Contract. Payments to the Contractor shall be calculated in accordance with the Proposal, which is attached hereto as part of Exhibit A, in a total amount not to exceed $1,623,000.00.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under ARIZ. REV. STAT. § 35-394, Contractor certifies that it does not currently, and agrees for the duration of this Agreement that it will not use (i) the forced labor of ethnic Uyghurs in the Peoples Republic of China ("ethnic Uyghurs"), (ii) any goods or services produced by the forced labor of ethnic Uyghurs, or (iii) any Contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs. If Contractor becomes aware that it is not in compliance with this paragraph, Contractor shall notify the City of the noncompliance within five (5) business days of becoming aware of it. If Contractor fails to provide a written certification that Contractor has remedied the noncompliance within one hundred eighty (180) days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy period, in which case this Agreement terminates on the Agreement termination date.

FURTHER, the Parties agree that the Addendum and Exhibits thereto shall be governed by State of Arizona law and suits pertaining to the Addendum and Exhibits thereto may only be brought in courts located in Maricopa County, Arizona.

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the State of Arizona Contract, and Exhibit A, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

CONTRACTOR

Courtesy Chevrolet

By: Berney Kullos

Its: Fleet Manager

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAA3mJJu18KNFiSPxfPr-ShcuCqf1GQOCDe

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAy6gamgzJMqcxZXO6SLOCLgliHTcDQLO1

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAy6gamgzJMqcxZXO6SLOCLgliHTcDQLO1

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024006

[State of Arizona Contract]

See following page(s).

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1655 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Contract Amendment Summary

CONTRACTOR: Courtesy Chevrolet	AMENDMENT NO.: One (1)
DESCRIPTION: New Vehicle Purchases	

Pursuant to the Uniform Terms and Conditions, Section 5, Contract Changes, the above referenced contract is amended. Summary of changes is as follows:

1. Amendment One (1) to mutually extend this contract from March 17, 2023 through March 16, 2024, unless terminated, canceled or extended as otherwise provided in the contract.

2. All other terms, conditions and provisions of this contract remain unchanged.

DocuSign Envelope ID: 7AE6D603-F496-4243-9920-A7948B4C771C

ADOT
Procurement

OFFER AND ACCEPTANCE

OFFER

TO THE STATE OF ARIZONA:

The undersigned hereby offers and agrees to perform in compliance with all terms, conditions, specifications and amendments of this solicitation and any written exceptions in the offer. Signature also acknowledges receipt of all pages indicated in the Table of Contents.

Courtesy Chevrolet Offeror (Company) Name	Signature of Person Authorized to Sign Offer Joe Pfeffer January 11, 2022 Printed Name Date
1233 East Camelback Road Address	Fleet Manager Title
Phoenix, AZ 85014 City State Zip	602-279-3232 Phone Number
jpfeffer@houseofcourtesy.com Email Address	602-264-9230 Fax Number
www.courtesyfleet.com Company Email Address	

By signature in the Offer section above, the Offeror certifies that the submission of the Offer did not involve collusion or other anticompetitive practices.

ACCEPTANCE OF OFFER (FOR DEPARTMENT USE ONLY)

The Contractor is now bound to perform based upon Contract Number CTR059315 including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the state.

The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until contractor receives a purchase order document.

State of Arizona

Effective this 17th day of March 2022

DocuSigned by:
3/10/2022
Procurement Officer Awarded Date

Procurement

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson St., Ste. A
Phoenix, AZ 85007

REQUEST FOR PROPOSAL

SOLICITATION NUMBER: BPM004157

DESCRIPTION: New Vehicle Purchases

QUESTIONS: Inquiries regarding the solicitation are to be submitted online through the State's e-Procurement system, Arizona Procurement Portal (APP) (https://app.az.gov/) using the Discussion Forum tab.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Thomas Kornell
Procurement Officer
Phone: 602-712-8520
Email: Tkornell@azdot.gov

This solicitation is issued in accordance with A.R.S. §41-2534 and A.A.C. R2-7-C301 et seq., Competitive Sealed Proposals.

"An Equal Opportunity Agency"

The Arizona Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252.42 U.S.C. §§ 2000d-4) and the Americans with Disabilities Act (ADA), hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin in consideration for an award.

Persons that require a reasonable accommodation based on language or disability should contact ADOT's Procurement Office by phone (602) 712-2089. Requests should be made as early as possible to ensure the State has an opportunity to address the accommodation.

Las personas que requieran asistencia (dentro de lo razonable) ya sea por el idioma o discapacidad deben ponerse en contacto con ADOT (602) 712-2089.

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1. Statement of Need

1.1. Pursuant to the Arizona Procurement Code, A.R.S. §41-2501 et seq., the State of Arizona Department of Transportation (Department), has a requirement for New Vehicle Purchase.

2. Introduction and Background

2.1 The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures.

2.2 Background: The State and its Eligible Agencies currently spend an estimated twenty-one million dollars in the purchase of new vehicles annually.

2.3 The following are the Three Categories covered in this Scope of Work:

- **Category One: Phase One (1) Vehicle Purchases**
- **Category Two: Phase Two (2) Vehicle Purchases**
- **Category Three: FTA Funded Vehicles**

3 General Requirements

3.1 Vehicles shall be new and supplied with all equipment and accessories indicated as standard equipment in the manufacturer's published literature (or website). Optional equipment necessary to meet the minimum requirements shall be included.

3.2 All vehicles ordered through Phase 1 (off the line) shall be Manufacturer's current year models in production throughout the term of this contract and shall be serviced completely by the vendor before delivery and ready in all respects for use. For the initial contract period; vehicles shall be new model year 2022 or greater.

3.3 Vehicles ordered through Phase 2 (on the lot) shall have less than 100 original odometer miles and be new (have never been previously owned) unless pre-approved in writing by the Eligible Agency.

3.4 All vehicles shall meet requirements of applicable Arizona Motor Vehicle laws and all other applicable Federal Motor Vehicle Safety Standards (including the Federal Bridge Formula), whether or not such requirements are specified in detail.

3.5 For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation.

3.6 Delivery location shall be identified on the issuing agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the ordering agency of such delays along with a revised delivery estimate from the factory immediately after it becomes known. If the manufacturer has a website available to check order status, this information will be shown in space provided on Offer Response Form.

3.7 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M. The Contractor shall be required to give the using agency a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.

3.8 All vehicles shall be delivered with four (4) entrance tools and a full tank(s) of fuel, less delivery fuel.

3.9 The following documents shall be provided upon delivery of the vehicle(s):

3.9.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
3.9.2 Warranty Document
3.9.3 Manufacturers unaltered invoice
3.9.4 Delayed warranty / in service start request form (if requested by ordering entity)
3.9.5 Level 1 Inspection if applicable, completed before delivery

3.10 For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

4 Specific Requirements

4.1 The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency.

4.2 As new model year vehicles become available, vendor shall submit pricing at either the same rate as the previous model, or submit a request for an increase or decrease based only on the manufacturer's increase or decrease. Documentation must be submitted to the Procurement Officer within 30 days of the effective date of change. New model year vehicles cannot be offered without approval from the Procurement Officer.

4.3 The following fuel types are allowable under this contract are to include but are not limited too.

4.3.1 Flexible Fuel Vehicles (FFV) also called Ethanol or E85
4.3.2 Diesel

4.3.3 Gasoline
4.3.4 Compressed Natural Gas (CNG): CNG systems must be O.E.M. or O.E.M. approved
4.3.5 Hybrid-Electric Vehicles (HEV)
4.3.6 Plug-in Hybrid Electric Vehicles (PHEV)
4.3.7 Electric Vehicles (EV) also called Battery Electric Vehicles (BEV)
4.3.8 Fuel Cell Vehicles (FCV)

4.4 Vehicle Up-fit / Modifications

4.4.1 The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency.

4.4.2 The Eligible Agency will supply all up-fit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the up-fit/modification on a quotation to the Eligible Agency for review before any work commences.

4.5 Minimum Vehicle Requirements: All prices shall include the following equipment:

4.5.1 All standard factory equipment

4.5.2 Automatic transmission [maximum towing/payload capacity shall be provided upon request)

4.5.3 Bluetooth capabilities

4.5.4 AM/FM radio

4.5.5 Cruise Control

4.5.6 Power Door Locks/Power Windows
4.5.7 Power Mirrors when available

4.5.8 Four (4) entrance tools (in any combination allowed; keyless entry remotes, integrated or smart keys, standard cut keys) per vehicle.
a. Type of keys to be provided shall be indicated on quote.

4.5.9 Air conditioning
a. Rear air conditioning on all vehicles, when available

4.5.10 Cloth seats

4.5.11 Rear view mirrors including on driver and passenger doors
a. FOR TRUCKS: Rear view mirrors on driver front and passenger front doors, largest available without upgrading vehicle options package.
b. Back up Camera

4.5.12 Spare tire
a. Full size standard steel wheel with matching Original Equipment Manufacturer spare tire identical to standard equipment with the trim level of the delivered vehicle.
b. If full spare is not available due to space or manufacturer standards, an alternative shall be provided and noted on quote provided.

4.5.13 Floor Mats

a. O.E.M. floor mat sets installed in all seating rows where the vehicle comes with carpeted floors.

b. Fixed driver floor mat

4.5.14 Arizona legal tinted glass

4.5.15 Minimum of 2 USB charging Ports

4.6 Specific Requirements for Trucks (when available)

4.6.1 Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW.

4.6.2 Skid plate package and anti-slip differential for four-wheel drive vehicles

4.6.3 Front tow hooks

5 Contractor's Responsibilities

Contractor shall be responsible for processing the registration, licensing, title and plating of all new vehicles ordered only if requested by the Eligible Agency.

6 Department's Responsibilities

The Eligible Agencies will provide final acceptance and approval of any equipment and services delivered

1. CONTRACT TERM

The term of any resultant contract shall commence on the effective day of award and shall continue for a period of twelve months (12) thereafter, unless terminated, cancelled or extended as otherwise provided herein.

2. CONTRACT EXTENSION

By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.

3. ELIGIBLE AGENCIES

This contract shall be for the use of all State of Arizona departments, agencies and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes §41-2632.

4. NON-EXCLUSIVE CONTRACT

This contract shall be for the sole convenience of the Department. The Department reserves the right to obtain like goods or services from another source when necessary. The Off-Contract Purchase Authorization and subsequent procurement shall be consistent with the Arizona Procurement Code.

5. ORDERING PROCESS

The Department shall issue a purchase order to the Contractor. Each purchase order must cite the contract number. This purchase order shall be the only document required for the Department to order and the Contractor to deliver the material and/or service.

Any attempts to represent any material and/or service not specifically awarded as being under contract is a breach of the contract and a violation of the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the State inclusive of but not limited to contract cancellation, suspension and/or debarment of the Contractor.

6. SHIPPING TERMS

Delivery shall be F.O.B. Destination to the location designated herein. Contractor shall retain title and control of all goods until they are delivered. All risk of transportation and related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The Department will notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.

7. DELIVERY

Contract prices shown for each vehicle include delivery cost within a sixty (60) mile radius of Phoenix.

For the purpose of this contract, the address used for mapping the radius within Phoenix will be as follows:

Equipment services shop/ADOT
2225 S 22nd Ave, Phoenix, AZ 85009

Delivery costs for each county outside of the Phoenix area shall be indicated on Offer Response form.

This will be an added cost to the contract price.

Deliveries shall be completed In accordance with the requirements of the contract.
Delivery of the product does not constitute acceptance.

8. INSPECTION AND ACCEPTANCE

Each item delivered shall be subject to a complete inspection by the Department within 10 days after delivery. Inspection criteria shall include, but not be limited to, conformity to the specifications, workmanship, quality and materials.

If the delivered product is not accepted and returned for corrective action, an additional fifteen (15) calendar days shall be allowed for inspection of the corrected or replacement product.

The Contractor shall be responsible for the transport of the material to and from the Department for the correction of items or workmanship not in compliance with the specifications.

Product returned for corrective action may delay payment. Invoices will be processed for payment only after the product is accepted.

9. INVOICING and PAYMENT

Contractor shall submit all billing notices or invoices to the Eligible Agency or Co-Op Buyer at the address Indicated on the applicable Order document.

Separate invoices are required for each shipment of product or delivery of service and shall include at a minimum:

- Department Location's Name and Address
- Vendor Name, Remit to Address and Contact Information
- Contract Number
- Purchase Order Number
- Invoice Number and Date
- Date the items were shipped to the Department
- Applicable payment terms
- Contract Line Item Number
- Line Item Description or Item or Service
- Quantity Purchased

- Line Item Unit of Measure
- Price per Unit and Total per Unit
- Catalog or Other Discount (if applicable)
- Net Unit Price and Total per Unit (if applicable)
- Applicable taxes (as a separate invoice line item)
- Applicable Shipping/Freight Charges etc. (as a separate invoice line item) Materials only.
- Total Invoice Amount Due

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment. A Contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of product within thirty (30) calendar days after the Department has conducted the necessary reviews, inspections and acceptance as described herein.

The department acceptance date will be the valid date for starting the thirty (30) calendar day payment period.

Payment due dates, including discount periods, will be computed from the date of acceptance or date of correct invoice (whichever is later) to the date the Department's warrant is mailed.

10. ESTIMATED USAGE

The Department anticipates considerable usage under this contract. The Department reserves the right to increase or decrease actual quantities ordered as circumstances may require. No guarantees are made concerning actual purchases under this contract.

11. PRICING

1 Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.

a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.
b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.
f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order.

2 CONTRACTOR'S BEST PRICING: Supplier warrants that, for the term of the Contract, the prices and discounts set out in the Pricing Documents, including any subsequent agreed amendment to it (the "Contract Pricing"), will be equal to or better than the lowest prices and largest discounts, both separately and in combination, at which Contractor sells equivalent items of equipment and materials.

2.1 That price-plus-discount equivalence ("Contractor's Best Pricing") is intended to be irrespective of whether or not those other sales have special purchase terms, conditions, rebates or allowances.

2.2 If Contractor's Best Pricing for equivalent items of equipment and materials is better than the Contract Pricing, then Contractor agrees to adjust the Contract Pricing to match the Contractor's Best Pricing for all sales related to the Contractor made after the date when the Contractor's Best Pricing was first better than the Contract Pricing.

2.3 For clarification of intent, that date is intended to be the date when the difference first occurred, which might have been before the difference was first identified. If it was before, then Supplier agrees to charge at less than the Contract Pricing until the extended difference that would have been realized (i.e., if the Contractor's Best Pricing had been applied when it should have been) has been settled.

3 PRICING-ALL-INCLUSIVE: Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Scope of Work and all aspects of Contractor's offer as accepted by State. Details of service not explicitly stated in the Scope of Work or in Contractor's Offer, but necessarily a part of, are deemed to be understood by Contractor and included herein. All administrative, reporting, or other requirements, all overhead costs and profit and any other costs toward the accomplishment of the requirements in the Contract are included in the pricing provided.

4 LARGE VOLUME DISCOUNT PRICING: An Eligible Agency may seek to obtain additional volume discount pricing for large orders provided Contractor is willing to offer additional discounts for large volume orders. No amendment to this Contract is necessary for Contractor to offer discount pricing to an Eligible Agency for large volume purchases.

5 A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice through a written contract amendment.

12. PRICE INCREASE

The Department will review **fully documented** requests for price increases for any contract which will or has been in effect for twelve (12) months. The request shall be submitted no less than 60 days prior to the contract renewal date. The Contractor shall provide fully documented information which supports the price increase request. Fully documented means that the request shall present detailed information and calculations that make it clear how the claimed increase has an impact on the contract unit prices. All assumptions regarding cost factors that have an impact on the requested increase shall also be

clearly identified and justified. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the offer and can be shown to directly affect the price of the item concerned. Any price increase adjustment request prior to the time of contract extension will be a factor in the extension review process. The Department will determine whether the requested price increase or an alternate option, is in the best interest of the State. All pricing should reflect the minimum percentage of MSRP.

13. SAFETY STANDARDS

Items supplied under this contract shall comply with all current applicable safety standards and regulations including the Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

14. WARRANTY

The Contractor warrants:

1. That all services performed hereunder shall conform to the requirements of this contract and shall be performed by qualified personnel in accordance with the highest professional standards.

2 At a minimum all equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of thirty-six (36) months from the date vehicle is placed in service.

3 This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot.

4 Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the state agency or political subdivision.

5 The written warranty shall be included with the delivered vehicles to the Eligible Agency. The warranty terms shall be stated on Attachment 3-A, where indicated. Failure to provide this general information may result in the offer being rejected.

6 Hybrid / Electric Vehicle Warranty: Hybrid-related components including catalytic convertor, electronic control unit, onboard emissions diagnostic device, high voltage battery, transmission, DC/DC convertor for hybrid vehicles shall be covered for 8 years/100,000 miles, battery for electric vehicles shall be 8/years/100,000 miles and bidder shall indicate limitation of warranty due to voltage and amps. The warranty terms shall be stated where indicated on Attachment 3-A. Failure to provide this general information may result in the bid being rejected.

15. CURRENT PRODUCTS

All products supplied under this contract shall be in current and ongoing production; shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in the contract.

16. PRODUCT DISCONTINUANCE

In the event that a product or model is discontinued by the manufacturer, the Department at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request authorization to substitute a new product or model and provide the following:

1. A formal announcement from the manufacturer that the product or model has been discontinued.

2. Documentation from the manufacturer that names the replacement product or model.

3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.

4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.

5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.

17. CONTRACT ADMINISTRATION

The Contractor shall contact the assigned Procurement Officer for guidance or direction in matters of contract interpretation or questions regarding the terms, conditions or scope of the contract.

18. NOTICES

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called "Notices"), shall be in writing and shall be sent by certified United States mail, return receipt requested, or by any other method that provides evidence of receipt, addressed to the party or parties to receive such notice as follows:

A. If intended for the State, to:

Arizona Department of Transportation, Procurement Group
1739 W. Jackson Street, MD 100P
Phoenix, Arizona 85007-3276

B. If intended for the Contractor, to the address as identified in the Contractor's electronic vendor profile. Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so mailed shall be deemed to have been given as of the date such notice is received as shown on the return receipt. Furthermore, such notice may be given by delivering personally such notice, if intended for the State, to the Arizona Department of Transportation, Procurement Officer and, if intended for the Contractor, to the person named on the Offer & Contract Award of this contract, or to such other person as either party may from time to time furnish in writing to the other by notice hereunder. Any notice so delivered shall be deemed to have been given as of the date such notice is personally delivered to the other party.

19. CANCELLATION FOR POSSESSION OF WEAPONS ON ADOT PROPERTY

This contract may be cancelled if Contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons.

Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on ADOT property.

Further, if the Contractor or any subcontractors or others in the employ or under the supervision of the Contractors or subcontractors are asked by an ADOT official to leave the ADOT property, they are advised that failure to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13-1502, "Criminal trespass in the third degree; classification."

20. INDEMNIFICATION CLAUSE

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the State of Arizona. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

21. INSURANCE REQUIREMENTS

21.1 Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

21.2 The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way

warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.

21.3 Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.

21.3.1 Commercial General Liability (CGL) – Occurrence Form

The Contractor shall furnish Certificate(s) of Insurance inclusive of the following requirements to the Department. Certificate(s) shall be received within 10 calendar days of notification of contract award by the Procurement Officer.

Policy shall include bodily injury, property damage, and broad form

contractual liability coverage.

- General Aggregate $2,000,000
- Products – Completed Operations Aggregate $1,000,000
- Personal and Advertising Injury $1,000,000
- Damage to Rented Premises $50,000
- Each Occurrence $1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.2 Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Contract.

- Combined Single Limit (CSL) $1,000,000

a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Contractor involving

automobiles owned, hired and/or non-owned by the Contractor.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

21.3.3 Workers' Compensation and Employers' Liability

• Workers' Compensation	Statutory
• Employers' Liability	
o Each Accident	$1,000,000
o Disease – Each Employee	$1,000,000
o Disease – Policy Limit	$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

b. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).

21.4 Additional Insurance Requirements The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

21.4.1 The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).

21.4.2 Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

21.5 Notice of Cancellation Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Contractor must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative's Name, Address & Fax Number).

21.6 Acceptability of Insurers Contractor's insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of

not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

21.7 Verification of Coverage Contractor shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) evidencing that Contractor has the insurance as required by this Contract. An authorized representative of the insurer shall sign the certificates.

21.7.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State's receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.

21.7.2 Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

21.7.3 All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.

21.8 Subcontractors Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Contract, proof from the Contractor that its subcontractors have the required coverage.

21.9 Approval and Modifications the Contracting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

21.10 Exceptions In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

22. USAGE REPORT

The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

23. CONTRACT ORDER OF PRECEDENCE

In the event of a conflict in the provisions of the Contract, as accepted by the Department and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

24. LICENSES, PERMITS, CERTIFICATIONS

Contractor, at their expense, shall maintain in current status without any violations, complaints, or suspensions during the term of this contract all Federal, State and Local licenses, permits and certifications required for the operation of a business conducted by the Contractor.

25. CO-OP USAGE

Contractor shall verify if an ordering entity is a bona fide Co-Op Buyer before selling Materials to or providing Services for them under the Contract. The current list of Co-Op Buyers is available on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee

Contractor shall sell to Co-Op Buyers at the same price, and with the same lead times and other terms and conditions under which it sells to Eligible Agencies. With the sole exception of any legitimate additional costs for extraordinary shipping, or delivery requirements, if the Co-Op Buyer is having Materials delivered or installed or Services performed at locations not contemplated in the contracted pricing (e.g. delivery to a location outside Arizona).

Contractor shall acknowledge each Order from Co-Op Buyers in conformance with each buyer's instructions given at the time of ordering or in any supplemental participating agreement Contractor might have with them. Orders from Co-Op Buyers create no obligation on State's part, since they are entirely between the Co-Op Buyer and Contractor. That notwithstanding, Contractor's obligation under the Contract is to service Co-Op Buyers commercially as though they were with an Eligible Agency, and Contractor's refusal to do so would be a material breach of the Contract.

26. POST AWARD MEETING

At the discretion of the Department, the Contractor, at their expense, shall attend and participate in post award meetings as scheduled by the Procurement Officer.

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

1.1. *"Attachment"* means any item the Solicitation requires the Offeror to submit as part of the Offer.

1.2. *"Contract"* means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

1.3. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

1.4. *"Contractor"* means any person who has a Contract with the State.

1.5. *"Days"* means calendar days unless otherwise specified.

1.6. *"Exhibit"* means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

1.7. *"Gratuity"* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.

1.8. "*Materials"* means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

1.9. *"Procurement Officer"* means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

1.10. *"Services"* means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.

1.11. *"Subcontract"* means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

1.12. *"State"* means the State of Arizona and Department or Agency of the State that executes the Contract.

1.13. *"State Fiscal Year"* means the period beginning with July 1 and ending June 30.

2. Contract Interpretation

2.1. Arizona Law. The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona

Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

2.2. Implied Contract Terms. Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- Federal Provisions
- Special Terms and Conditions
- Uniform Terms and Conditions
- Statement or Scope of Work
- Specifications
- Attachments
- Exhibits
- Special Instructions to Offerors
- Uniform Instructions to Offerors
- Other documents referenced or included in the Solicitation

2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6. No Parole Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7. No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

3. Contract Administration and Operation

3.1. Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2. Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3. Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4. Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5. Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6. Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7. Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8. Ownership of Intellectual Property. Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the

State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9. Federal Immigration and Nationality Act. The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

3.10 E-Verify Requirements. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.

3.11 Offshore Performance of Work Prohibited.
Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

4. Costs and Payments

4.1. Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

4.2. Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

4.3. Applicable Taxes.

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if

applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

4.4. Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5. Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the contractor;

4.5.2. Cancel the Contract; or

4.5.3. Cancel the contract and re-solicit the requirements.

5. Contract Changes

5.1. Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2. Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3. Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. **Risk and Liability**

6.1. Risk of Loss: The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

6.2. Indemnification

6.2.1. Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

6.2.2. Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."

6.3. Indemnification - Patent and Copyright**.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

6.4. Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term *"force majeure"* means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5. Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

7. Warranties

7.1. Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2. Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1. Of a quality to pass without objection in the trade under the Contract description;

7.2.2. Fit for the intended purposes for which the materials are used;

7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4. Adequately contained, packaged and marked as the Contract may require; and

7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.

7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5. Compliance With Applicable Laws. The materials and services supplied under this

Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements.

7.6. Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1. Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

8. State's Contractual Remedies

8.1. Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2. Stop Work Order.

8.2.1. The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the

materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

9.1. Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2. Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity offered by the Contractor.

9.3. Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

9.4. Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the State, without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The

Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

9.5. Termination for Default.

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

9.5.2. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.

9.5.3. The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.

9.6. Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

10. Contract Claims

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. Arbitration

The parties to this Contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518, except as may be required by other applicable statutes (Title 41).

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.

1. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The following provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220 available at: https://www.transit.dot.gov/regulations-and-guidance/fta-circulars/third-party-contracting-guidance are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

The Federal Terms and Conditions under this Contract shall be incorporated in any sub-contractor, or lower-tier agreement for any federally-funded task assignment / project awarded under this Contract.

2. NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

The Department and Contractor acknowledge and agree that, notwithstanding any concurrence b the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Department, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by Federal Funding Agency. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

3. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS

Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 USC 3801 et seq. and USDOT regulations, "Program Fraud Civil Remedies," 49 CFR 31, apply to its actions pertaining to this project.

Upon execution of the underlying contract, contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submittal, or certification, the US Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act (1986) on contractor to the extent the US Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) (5323(l)) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor shall include the above two clauses in each subcontract financed in whole or in part with FTA assistance. The clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

4. ACCESS TO RECORDS AND REPORTS

The following access to records requirements apply to this Contract:

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor shall - provide the Purchaser, the FTA, the US Comptroller General or their authorized representatives access to any books, documents, papers and contractor records which are pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor shall also , pursuant to 49 C. F. R. 633.15, provide authorized FTA representative including any PMO Contractor access to Contractor's records and construction sites pertaining to a capital project, defined at 49
U.S.C. 5302(a)1, which is receiving assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.15, Contractor shall provide the Purchaser, authorized FTA representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)1, which receives FTA assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at
$250,000.00.

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non- profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 19.48, Contractor shall provide the Purchaser, FTA, the US Comptroller General or their authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.

4. Where a Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)1) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of USDOT and the US Comptroller General or any authorized officer or employee of any of them for the purposes of conducting an audit and inspection.

5. Contractor shall permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor shall retain, and shall require its subcontractors at all tiers, all books, records, accounts and reports required under this contract for a period of not less than five years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(11).

5. TERMS OF THE MASTER AGREEMENT AND COMPLIANCE

Contractor shall at all times comply with all applicable Federal Funding Agency laws, regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement, available at https://www.transit.dot.gov/funding/grantee-resources/sample-fta- agreements/fta-grant-agreements, between the Department and FTA, as they may be amended or promulgated from time to time during the term of this contract. This Master Agreement does not have an Expiration Date. This Master Agreement continues to apply to the Recipient and its Underlying Agreement, until modified or superseded by a more recently enacted or issued applicable federal law, regulation, requirement, or guidance, or amendment to this Master Agreement or the Underlying Agreement. To assure compliance the Recipient must take measures to assure that other participants in its Underlying Agreements (*e.g.*, Third Party Participants) comply. Contractor's failure to so comply shall constitute a material breach of this contract.

All contractual provisions required by the U.S. Department of Transportation are hereby incorporated by reference. In the event of additional funding provided by FHWA, the applicable requirements of the Stewardship Agreement, available at https://www.fhwa.dot.gov/federalaid/stewardship, between the Department and FHWA are incorporated by reference.

6. CIVIL RIGHTS REQUIREMENTS

The AGENCY is an Equal Opportunity Employer. As such, the AGENCY agrees to comply

with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the AGENCY agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

Equal Employment Opportunity

1. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex(including sexual orientation and gender identity), age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements Federal Funding Agency may issue.

2. Race, Color, religion, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. Parts 60 et seq., (which implement Executive Order No. 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken in the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

3. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

4. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42
U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements Federal Funding Agency may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided, modified only if necessary to identify the affected parties.

7. TERMINATION

Termination of the contract shall be in accordance with the Uniform Terms and Conditions, Section 9., paragraph 9.1 through 9.6.

8. DEBARMENT OR SUSPENSION

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into.

As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;

b) Suspended from participation in any federally assisted Award;

c) Proposed for debarment from participation in any federally assisted Award;

d) Declared ineligible to participate in any federally assisted Award;

e) Voluntarily excluded from participation in any federally assisted Award; or

f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the Department. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the Department, the

Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

8.1 GOVERNMENT-WIDE DEBARMENT AND SUSPENSION (NONPROCUREMENT)

The Contractor agrees to the following:

(1) It will comply with the requirements of 2 C.F.R. part 180, subpart C, as adopted and supplemented by U.S. DOT regulations at 2 C.F.R. part 1200, which include the following:

(a) It will not enter into any arrangement to participate in the development or implementation of the Project with any Third Party Participant that is debarred or suspended except as authorized by: 1 U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, 2 U.S. OMB, "Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180, including any amendments thereto, and 3 Executive Orders Nos. 12549 and 12689, "Debarment and Suspension," 31 U.S.C. § 6101 note,

(b) It will review the U.S. GSA "System for Award Management," https://www.sam.gov, if required by U.S. DOT regulations, 2 C.F.R. part 1200, and

(c) It will include, and require each of its Third Party Participants to include, a similar provision in each lower tier covered transaction, ensuring that each lower tier Third Party Participant:

(1) Will comply with Federal debarment and suspension requirements, and 2 Reviews the "System for Award Management" at https://www.sam.gov, if necessary to comply with U.S. DOT regulations, 2 C.F.R. part 1200, and

If the Department suspends, debars, or takes any similar action against a Third Party Participant or individual, the Department will provide immediate written notice to the:

(a) FTA Regional Counsel for the Region in which the Recipient is located or implements the Project,
(b) FTA Project Manager if the Project is

administered by an FTA Headquarters Office, or

(c) FTA Chief Counsel.

9. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER

POLLUTION CONTROL ACT Clean Water

Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient shall, in turn, report each violation as required to FTA and the appropriate EPA Regional Office. Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

Clean Air

1) Contractor shall comply with all applicable standards, orders or regulations pursuant to the Clean Air Act, 42 USC 7401 et seq. Contractor shall report each violation to the recipient and understands and agrees that the recipient will, in turn, report each violation as required to FTA and the appropriate EPA Regional Office.

2) Contractor shall include these requirements in each subcontract exceeding $150,000 financed in whole or in part with FTA assistance.

10. BUY AMERICA

In any task assignment / project for construction, acquisition of goods, or rolling stock valued at more than $150,000, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. part 661, which provide that Federal funds may not be obligated unless all steel, iron, and manufactured products used in FTA funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. § 661.7. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. § 661.11.

Contractor shall comply with 49 USC 5323(j) and 49 CFR 661, stating that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7, and include software, microcomputer equipment and small purchases (currently less than $150,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are stated at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock must be manufactured in the US and have a minimum 65% domestic content for FY2019 and a minimum 70% domestic content for FY2020 and beyond. A bidder or offeror shall submit appropriate Buy America certification to the recipient with all bids on FTA-funded contracts, except those subject to a general waiver. Proposals not accompanied by a completed a certification shall be rejected as

nonresponsive. This requirement does not apply to lower tier subcontractors.

11. BREACHES AND DISPUTE RESOLUTION

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the (Recipient), (Architect) or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

Disputes arising in the performance of this contract which are not resolved by agreement of the parties shall be decided in writing by the Department. This decision shall be final and conclusive unless within ten days from the date of receipt of its copy, contractor mails or otherwise furnishes a written appeal to the Department. In connection with such appeal, contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the Department shall be binding upon contractor and contractor shall abide by the decision. FTA has a vested interest in the settlement of any violation of Federal law including the False Claims Act, 31 U.S.C. § 3729.

Performance During Dispute - Unless otherwise directed by the recipient, contractor shall continue performance under this contract while matters in dispute are being resolved. Claims for Damages - Should either party to the contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts it is legally liable, a claim for damages therefore shall be made in writing to such other party within ten days after the first observance of such injury or damage.

Remedies - Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the Department and contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the residing State.

Rights and Remedies - Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the Department or contractor shall constitute a waiver of any right or duty afforded any of them under the contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

12. LOBBYING

The Contractor agrees to comply with the provisions of Title 31, U.S. C 1352 as

amended by the Lobbying Disclosure Act of 1995, P.L. 104-65 [to be codified at 2 U.S.C. 1601, et seq.] and (Public Law 101.121) as codified in Title 48, Federal Acquisition Regulations Subpart 3.8 and Subpart 52.203-11. The legislation prohibits Federal funds from being expended by a recipient or any lower tier sub- recipients of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence a Federal agency or Congress in connection with the award of any Federal contract, the making of any Federal grant or loan, or entering into any cooperative agreement, including the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement. All disclosure statements are to be furnished to the Department.

Contractors who apply or propose/bid for an award of $100,000 or more in value shall file the attached Lobbying Certification {01Lobbying Certification document} required by 49 CFR part 20, "New Restrictions on Lobbying." Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

13. FLY AMERICA

The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government- financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not
available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

14. ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, stated in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

15. CONFLICTS OF INTEREST / EMPLOYMENT OF FEDERAL PERSONNEL

Contractors will maintain a written code of standards of conduct governing the performance of their employees engaged in the award and administration of contracts. No employee, officer or agent of the Department or the Federal funding agency shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: The employee, officer or agent, any member of his immediate family, His or her partner, or an organization which employs, or is about to employ, any of the above, has a financial or other interest in the firm selected for award. Department officers, employees or agents will neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

16. COPYRIGHT AND PATENT

To the extent permitted by A.R.S. § 41-621 and § 35-154, the Contractor shall indemnify and hold harmless ADOT against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of this contract performance or use by ADOT of materials furnished or work performed under this contract. ADOT shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.

Copyrights pursuant to 23 CFR 420.121 (b): The Department, as a State DOT may copyright any books, publications, or other copyrightable materials developed in the course of the project, and does herein exercise that right. The federal funding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use, and to authorize others to use, the work for Government purposes.

Patents pursuant to 23 CFR 420.121 (i): The Department, as a State DOT is subject to the provisions of 37 CFR part 401 governing patents and inventions and must include or cite the standard patent rights clause at 37 CFR 401.14, except for §401.14(g), in all subgrants or contracts. In addition, State DOTs must include the following clause, suitably modified to identify the parties, in all subgrants or contracts, regardless of tier, for experimental, developmental or research work: “The subgrantee or contractor will retain all rights provided for the State in this clause, and the State will not, as part of the consideration for awarding the subgrant or contract, obtain rights in the subgrantee's or contractor's subject inventions.”

Standard Patent Rights required pursuant to 37 CFR 401.14:

(a) Definitions

(1) Invention means any invention or discovery which is or may be patentable or otherwise protectable under Title 35 of the United States Code, or any novel variety of plant which is or may be protected under the Plant Variety Protection Act (7 U.S.C.

2321 et seq.).

(2) Subject invention means any invention of the contractor conceived or first actually reduced to practice in the performance of work under this contract, provided that in the case of a variety of plant, the date of determination (as defined in section 41(d) of the Plant Variety Protection Act, 7 U.S.C. 2401(d)) must also occur during the period of contract performance.

(3) Practical Application means to manufacture in the case of a composition or product, to practice in the case of a process or method, or to operate in the case of a machine or system; and, in each case, under such conditions as to establish that the invention is being utilized and that its benefits are, to the extent permitted by law or government regulations, available to the public on reasonable terms.

(4) Made when used in relation to any invention means the conception or first actual reduction to practice of such invention.

(5) Small Business Firm means a small business concern as defined at section 2 of Pub. L. 85-536 (15
U.S.C. 632) and implementing regulations of the Administrator of the Small Business Administration. For the purpose of this clause, the size standards for small business concerns involved in government procurement and subcontracting at 13 CFR 121.3-8 and 13 CFR 121.3-12, respectively, will be used.

(6) Nonprofit Organization means a university or other institution of higher education or an organization of the type described in section 501(c)(3) of the Internal Revenue Code of 1954 (26 U.S.C. 501(c) and exempt from taxation under section 501(a) of the Internal Revenue Code (25 U.S.C. 501(a)) or any nonprofit scientific or educational organization qualified under a state nonprofit organization statute.

(7) The term statutory period means the one-year period before the effective filing date of a claimed invention during which exceptions to prior art exist per 35 U.S.C. 102(b) as amended by the Leahy-Smith America Invents Act, Public Law 112-29.

(8) The term contractor means any person, small business firm or nonprofit organization, or, as set forth in section 1, paragraph (b)(4) of Executive Order 12591, as amended, any business firm regardless of size, which is a party to a funding agreement.

(b) Allocation of Principal Rights

The Contractor may retain the entire right, title, and interest throughout the world to each subject invention subject to the provisions of this clause and 35 U.S.C. 203. With respect to any subject invention in which the Contractor retains title, the Federal government shall have a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention

throughout the world.

(c) Invention Disclosure, Election of Title and Filing of Patent Application by Contractor

(1) The contractor will disclose each subject invention to the Federal Agency within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s). It shall be sufficiently complete in technical detail to convey a clear understanding to the extent known at the time of the disclosure, of the nature, purpose, operation, and the physical, chemical, biological or electrical characteristics of the invention. The disclosure shall also identify any publication, on sale or public use of the invention and whether a manuscript describing the invention has been submitted for publication and, if so, whether it has been accepted for publication at the time of disclosure. In addition, after disclosure to the agency, the Contractor will promptly notify the agency of the acceptance of any manuscript describing the invention for publication or of any on sale or public use planned by the contractor.

(2) The contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. However, in any case where a patent, a printed publication, public use, sale, or other availability to the public has initiated the one year statutory period wherein valid patent protection can still be obtained in the United States, the period for election of title may be shortened by the agency to a date that is no more than 60 days prior to the end of the statutory period.

(3) The contractor will file its initial patent application on a subject invention to which it elects to retain title within one year after election of title or, if earlier, prior to the end of any statutory period wherein valid patent protection can be obtained in the United States after a publication, on sale, or public use. If the contractor files a provisional application as its initial patent application, it shall file a non-provisional application within 10 months of the filing of the provisional application. The contractor will file patent applications in additional countries or international patent offices within either ten months of the first filed patent application or six months from the date permission is granted by the Commissioner of Patents to file foreign patent applications where such filing has been prohibited by a Secrecy Order.

(4) For any subject invention with Federal agency and contractor co-inventors, where the Federal agency employing such co-inventor determines that it would be in the interest of the government, pursuant to 35 U.S.C. 207(a)(3), to file an initial patent application on the subject invention, the Federal agency employing such co-inventor, at its discretion and in consultation with the contractor, may file such application at its own expense, provided that the contractor retains the ability to elect title pursuant to 35 U.S.C. 202(a).

(5) Requests for extension of the time for disclosure, election, and filing under

paragraphs (1), (2), and (3) of this clause may, at the discretion of the Federal agency, be granted. When a contractor has requested an extension for filing a non-provisional application after filing a provisional application, a one-year extension will be granted unless the Federal agency notifies the contractor within 60 days of receiving the request.

(d) Conditions When the Government May Obtain Title

The contractor will convey to the Federal agency, upon written request, title to any subject invention—

(1) If the contractor fails to disclose or elect title to the subject invention within the times specified in paragraph (c) of this clause, or elects not to retain title.

(2) In those countries in which the contractor fails to file patent applications within the times specified in paragraph (c) of this clause; provided, however, that if the contractor has filed a patent application in a country after the times specified in paragraph (c) of this clause, but prior to its receipt of the written request of the Federal agency, the contractor shall continue to retain title in that country.

(3) In any country in which the contractor decides not to continue the prosecution of any non- provisional patent application for, to pay a maintenance, annuity or renewal fee on, or to defend in a reexamination or opposition proceeding on, a patent on a subject invention.

(e) Minimum Rights to Contractor and Protection of the Contractor Right to File

(1) The contractor will retain a nonexclusive royalty-free license throughout the world in each subject invention to which the Government obtains title, except if the contractor fails to disclose the invention within the times specified in (c), above. The contractor's license extends to its domestic subsidiary and affiliates, if any, within the corporate structure of which the contractor is a party and includes the right to grant sublicenses of the same scope to the extent the contractor was legally obligated to do so at the time the contract was awarded. The license is transferable only with the approval of the Federal agency except when transferred to the sucessor of that party of the contractor's business to which the invention pertains.

(2) The contractor's domestic license may be revoked or modified by the funding Federal agency to the extent necessary to achieve expeditious practical application of the subject invention pursuant to an application for an exclusive license submitted in accordance with applicable provisions at 37 CFR part 404 and agency licensing regulations (if any). This license will not be revoked in that field of use or the geographical areas in which the contractor has achieved practical application and continues to make the benefits of the invention reasonably accessible to the public. The license in any foreign country may be revoked or modified at the discretion of the funding Federal agency to the extent the contractor, its licensees, or the domestic

subsidiaries or affiliates have failed to achieve practical application in that foreign country.

(3) Before revocation or modification of the license, the funding Federal agency will furnish the contractor a written notice of its intention to revoke or modify the license, and the contractor will be allowed thirty days (or such other time as may be authorized by the funding Federal agency for good cause shown by the contractor) after the notice to show cause why the license should not be revoked or modified. The contractor has the right to appeal, in accordance with applicable regulations in 37 CFR part 404 and agency regulations (if any) concerning the licensing of Government-owned inventions, any decision concerning the revocation or modification of the license.

(f) Contractor Action to Protect the Government's Interest

(1) The contractor agrees to execute or to have executed and promptly deliver to the Federal agency all instruments necessary to (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the contractor elects to retain title, and (ii) convey title to the Federal agency when requested under paragraph (d) above and to enable the government to obtain patent protection throughout the world in that subject invention.

(2) The contractor agrees to require, by written agreement, its employees, other than clerical and nontechnical employees, to disclose promptly in writing to personnel identified as responsible for the administration of patent matters and in a format suggested by the contractor each subject invention made under contract in order that the contractor can comply with the disclosure provisions of paragraph (c) of this clause, to assign to the contractor the entire right, title and interest in and to each subject invention made under contract, and to execute all papers necessary to file patent applications on subject inventions and to establish the government's rights in the subject inventions. This disclosure format should require, as a minimum, the information required by paragraph (c)(1) of this clause. The contractor shall instruct such employees through employee agreements or other suitable educational programs on the importance of reporting inventions in sufficient time to permit the filing of patent applications prior to U.S. or foreign statutory bars.

(3) For each subject invention, the contractor will, no less than 60 days prior to the expiration of the statutory deadline, notify the Federal agency of any decision: Not to continue the prosecution of a non- provisional patent application; not to pay a maintenance, annuity or renewal fee; not to defend in a reexamination or opposition proceeding on a patent, in any country; to request, be a party to, or take action in a trial proceeding before the Patent Trial and Appeals Board of the U.S. Patent and Trademark Office, including but not limited to post-grant review, review of a business method patent, inter partes review, and derivation proceeding; or to request, be a party to, or take action in a non-trial submission of art or information at the U.S. Patent and Trademark Office, including but not limited to a pre-issuance submission, a

post-issuance submission, and supplemental examination.

(4) The contractor agrees to include, within the specification of any United States patent applications and any patent issuing thereon covering a subject invention, the following statement, "This invention was made with government support under (identify the contract) awarded by (identify the Federal agency). The government has certain rights in the invention."

(g) Subcontracts

(1) The contractor will include this clause, suitably modified to identify the parties, in all subcontracts, regardless of tier, for experimental, developmental or research work to be performed by a subcontractor.. The subcontractor will retain all rights provided for the contractor in this clause, and the contractor will not, as part of the consideration for awarding the subcontract, obtain rights in the subcontractor's subject inventions.

(2) The contractor will include in all other subcontracts, regardless of tier, for experimental developmental or research work the patent rights clause required by (cite section of agency implementing regulations or FAR).

(3) In the case of subcontracts, at any tier, when the prime award with the Federal agency was a contract (but not a grant or cooperative agreement), the agency, subcontractor, and the contractor agree that the mutual obligations of the parties created by this clause constitute a contract between the subcontractor and the Federal agency with respect to the matters covered by the clause; provided, however, that nothing in this paragraph is intended to confer any jurisdiction under the Contract Disputes Act in connection with proceedings under paragraph (j) of this clause.

(h) Reporting on Utilization of Subject Inventions

The Contractor agrees to submit on request periodic reports no more frequently than annually on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the contractor or its licensees or assignees. Such reports shall include information regarding the status of development, date of first commercial sale or use, gross royalties received by the contractor, and such other data and information as the agency may reasonably specify. The contractor also agrees to provide additional reports as may be requested by the agency in connection with any march-in proceeding undertaken by the agency in accordance with paragraph (j) of this clause. As required by 35 U.S.C. 202(c)(5), the agency agrees it will not disclose such information to persons outside the government without permission of the contractor.

(i) Preference for United States Industry

Notwithstanding any other provision of this clause, the contractor agrees that neither

it nor any assignee will grant to any person the exclusive right to use or sell any subject inventions in the United States unless such person agrees that any products embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by the Federal agency upon a showing by the contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible.

(j) March-in Rights

The contractor agrees that with respect to any subject invention in which it has acquired title, the Federal agency has the right in accordance with the procedures in 37 CFR 401.6 and any supplemental regulations of the agency to require the contractor, an assignee or exclusive licensee of a subject invention to grant a nonexclusive, partially exclusive, or exclusive license in any field of use to a responsible applicant or applicants, upon terms that are reasonable under the circumstances, and if the contractor, assignee, or exclusive licensee refuses such a request the Federal agency has the right to grant such a license itself if the Federal agency determines that:

(1) Such action is necessary because the contractor or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the subject invention in such field of use.

(2) Such action is necessary to alleviate health or safety needs which are not reasonably satisfied by the contractor, assignee or their licensees;

(3) Such action is necessary to meet requirements for public use specified by Federal regulations and such requirements are not reasonably satisfied by the contractor, assignee or licensees; or

(4) Such action is necessary because the agreement required by paragraph (i) of this clause has not been obtained or waived or because a licensee of the exclusive right to use or sell any subject invention in the United States is in breach of such agreement.

(k) Special Provisions for Contracts with Nonprofit Organizations

If the contractor is a nonprofit organization, it agrees that:

(1) Rights to a subject invention in the United States may not be assigned without the approval of the Federal agency, except where such assignment is made to an organization which has as one of its primary functions the management of inventions, provided that such assignee will be subject to the same provisions as the contractor;

(2) The contractor will share royalties collected on a subject invention with the inventor, including Federal employee co-inventors (when the agency deems it appropriate) when the subject invention is assigned in accordance with 35 U.S.C. 202(e) and 37 CFR 401.10;

(3) The balance of any royalties or income earned by the contractor with respect to subject inventions, after payment of expenses (including payments to inventors) incidental to the administration of subject inventions, will be utilized for the support of scientific research or education; and

(4) It will make efforts that are reasonable under the circumstances to attract licensees of subject inventions that are small business firms and that it will give a preference to a small business firm when licensing a subject invention if the contractor determines that the small business firm has a plan or proposal for marketing the invention which, if executed, is equally as likely to bring the invention to practical application as any plans or proposals from applicants that are not small business firms; provided, that the contractor is also satisfied that the small business firm has the capability and resources to carry out its plan or proposal. The decision whether to give a preference in any specific case will be at the discretion of the contractor. However, the contractor agrees that the Federal agency may review the contractor's licensing program and decisions regarding small business applicants, and the contractor will negotiate changes to its licensing policies, procedures, or practices with the Federal agency when the Federal agency's review discloses that the contractor could take reasonable steps to implement more effectively the requirements of this paragraph (k)(4). In accordance with 37 CFR 401.7, the Federal agency or the contractor may request that the Secretary review the contractor's licensing program and decisions regarding small business applicants.

17. RECOVERED MATERIALS

The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), “Comprehensive Procurement Guideline for Products Containing Recovered Materials,” 40 C.F.R. part 247.

18. SAFE OPERATION OF MOTOR VEHICLES

a. Seat Belt Use. The Recipient agrees to implement Executive Order No. 13043, “Increasing Seat Belt Use in the United States,” April 16, 1997, 23 U.S.C. § 402 note, (62 Fed. Reg. 19217), by:

(1) Adopting and promoting on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles, and

(2) Including a "Seat Belt Use" provision in each third party agreement related to the Award.

b. Distracted Driving, Including Text Messaging While Driving. The Recipient agrees to comply with:

(1) Executive Order No. 13513, "Federal Leadership on Reducing Text Messaging While Driving," October 1, 2009, 23 U.S.C. § 402 note, (74 Fed. Reg. 51225),

(2) U.S. DOT Order 3902.10, "Text Messaging While Driving," December 30, 2009, and

(3) The following U.S. DOT Special Provision pertaining to Distracted Driving:

(a) Safety. The Recipient agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Recipient owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the Award, or when performing any work for or on behalf of the Award,

(b) Recipient Size. The Recipient agrees to conduct workplace safety initiatives in a manner commensurate with its size, such as establishing new rules and programs to prohibit text messaging while driving, re-evaluating the existing programs to prohibit text messaging while driving, and providing education, awareness, and other outreach to employees about the safety risks associated with texting while driving, and

(c) Extension of Provision. The Recipient agrees to include the preceding Special Provision of section 34.b(3)(a) – (b) of this Master Agreement in its third party agreements, and encourage its Third Party Participants to comply with this Special Provision, and include this Special Provision in each third party subagreement at each tier supported with federal assistance.

19. CERTIFICATION AND ASSURANCES

The FTA Certifications and Assurances are incorporated herein by reference. Upon award or contract renewal, the Contractor must agree to comply with the most current FTA Certifications and Assurances by signing and submitting the signature page provided by the Department. In the event FTA issues new Certifications and Assurances, the Department reserves the right to require submission of a new signature page agreeing to comply; to be added to the terms and conditions by Amendment. All such requests are a condition of continued award.

20. DISADVANTAGED BUSINESS ENTERPRISES

1.0 Policy:

The Arizona Department of Transportation (hereinafter the Department) has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. The Department has received Federal financial assistance from the U.S. Department of Transportation and as a condition of receiving this assistance, the Department has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Department to ensure that DBEs, as defined in Part 26, have an equal opportunity to receive and participate in USDOT-assisted contracts. It is also the policy of the Department:

1. To ensure nondiscrimination in the award and administration of USDOT-assisted contracts;
2. To create a level playing field on which DBEs can compete fairly for USDOT-assisted contracts;
3. To ensure that the DBE program is narrowly tailored in accordance with applicable law;
4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are counted as DBEs;
5. To help remove barriers to the participation of DBEs in USDOT-assisted contracts;
6. To assist in the development of firms that can compete successfully in the market place outside the DBE program; and
7. To promote the use of DBEs in all types of federally-assisted contracts and procurement activities.

It is also the policy of the Department to facilitate and encourage participation of Small Business Concerns (SBCs), as defined herein, in USDOT-assisted contracts. The Department encourages contractors to take reasonable steps to eliminate obstacles to SBCs' participation and to utilize SBCs in performing contracts.

2.0 Assurances of Non-Discrimination:

The contractor, subrecipient, or subcontractor shall not discriminate on the basis of race, color, sex or national origin in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the Department deems appropriate, which may include, but are not limited to:

1. Withholding monthly progress payments;
2. Assessing sanctions;

3. Liquidated damages;
4. Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding; and/or
5. Cancellation, termination, or suspension of the Contract, in whole or in part.

The contractor, subrecipient, or subcontractor shall ensure that all subcontract agreements contain this non-discrimination assurance.

3.0 Definitions:

(A) Commercially Useful Function (CUF): Commercially Useful Function is defined fully in 49 CFR 26.55, which definition is incorporated herein by reference.

(B) Disadvantaged Business Enterprise (DBE): a for-profit small business concern which meets both of the following requirements:

(1) Is at least 51 percent owned by one or more socially and economically disadvantaged individuals or, in the case of any publicly owned business, at least 51 percent of the stock is owned by one or more such individuals; and,

(2) Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

(C) NAICS Code: The North American Industry Classification System (NAICS) is the standard used by Federal statistical agencies in classifying business establishments for the purpose of collecting, analyzing, and publishing statistical data related to the U.S. business economy.

(D) Non-DBE: any firm that is not a DBE.

(E) Race-Conscious (RC): a measure or program focused specifically on assisting only DBEs, including women-owned DBEs.

(F) Race-Neutral (RN): a measure or program used to assist all small businesses. For the purposes of this part, race-neutral includes gender-neutrality.

(G) Small Business Concern (SBC): a business that meets all of the following conditions:

(1) Operates as a for-profit business registered to do business in Arizona;

(2) Operates a place of business primarily within the U.S., or makes a significant contribution to the U.S. economy through payment of taxes

or use of American products, materials, or labor;

(3) Is independently owned and operated;

(4) Is not dominant in its field on a national basis; and

(5) Does not have annual gross receipts that exceed the Small Business Administration size standards average annual income criteria for its primary North American Industry Classification System (NAICS) code.

(H) Socially and Economically Disadvantaged Individuals: any individual who is a citizen (or lawfully admitted permanent resident) of the United States and who is:

(1) Any individual who is found to be a socially and economically disadvantaged individual on a case-by-case basis.

(2) Any individual in the following groups, members of which are rebuttably presumed to be socially and economically disadvantaged:

(i) "Black Americans," which includes persons having origins in any of the Black racial groups of Africa;

(ii) "Hispanic Americans," which includes persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin, regardless of race;

(iii) "Native Americans," which includes persons who are enrolled members of federally or State recognized Indian tribe, Alaskan Natives or Native Hawaiians;

(iv) “Asian-Pacific Americans,” which includes persons whose origins are from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Republic of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Tuvalu, Nauru, Federated States of Micronesia, or Hong Kong;

(v) “Subcontinent Asian Americans,” which includes persons whose origins are from India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka;

(vi) "Women;"

(vii) Any additional groups whose members are designated as socially and economically disadvantaged by the Small Business

Administration (SBA), at such time as the SBA designation becomes effective.

4.0 Working with DBEs:

The Department works with DBEs and assists them in their efforts to participate in the highway construction. All proposers should contact the Department's Business Engagement and Compliance Office (BECO) by phone, through email, or at the address shown below, for assistance in their efforts to use DBEs in the highway construction industry. BECO contact information is as follows:

Arizona Department of Transportation Business Engagement and Compliance Office 1801 W. Jefferson St., Ste. 101, Mail Drop 154A
Phoenix, AZ 85007
Phone (602) 712-7761
FAX (602) 712-8429
Email: contractorcompliance@azdot.gov Website: www.azdot.gov/bec

4.01 Mentor-Protégé Program:

The Department has established a Mentor- Protégé program as an initiative to encourage and develop disadvantaged businesses in the highway construction industry. The program encourages prime contractors to provide certain types of assistance to certified DBE subcontractors. ADOT encourages contractors and certified DBE subcontractors to engage in a Mentor-Protégé agreement under certain conditions. Such an agreement must be mutually beneficial to both parties and to ADOT in fulfilling requirements of 49 CFR Part 23. For guidance regarding this program refer to the Mentor-Protégé Program Guidelines available on the BECO website.

The Mentor-Protégé program is intended to increase legitimate DBE activities. The program does not diminish the DBE rules or regulations, and participants may not circumvent these rules.

5.0 Applicability:

The Department has established an overall annual goal for DBE participation on Federal aid contracts. The Department intends for the goal to be met with a combination of race conscious efforts and race neutral efforts. Race conscious participation occurs when the contractor uses a percentage of DBEs, as defined herein, to meet the contract specified goal. Race neutral efforts are those that are, or can be, used to assist all small businesses or increase opportunities for all small businesses. The regulation, 49 CFR 26, defines race neutral as when a DBE wins a prime contract through customary competitive procurement procedures or is awarded a subcontract

on a prime contract that does not carry a DBE contract goal.

Prime contractors are encouraged to obtain DBE participation even if a DBE goal was not established on a contract.

The DBE provisions are applicable to all contractors including DBE contractors.

6.0 Certification and Registration:

6.1 DBE Certification:

Certification as a DBE shall be predicated on:

(1) The completion and execution of an application for certification as a "Disadvantaged Business Enterprise".

(2) The submission of documents pertaining to the firm(s) as stated in the application(s), including but not limited to a statement of social disadvantage and a personal financial statement.

(3) The submission of any additional information which the Department or the applicable Arizona Unified Certification (UCP) agency may require to determine the firm's eligibility to participate in the DBE program.

(4) The information obtained during the on-site visits to the offices of the firm and to active job-sites.

Applications for certification may be filed online with the Department or the applicable UCP agency at any time through the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) website at http://www.azutracs.com.

DBE firms and firms seeking DBE certification shall cooperate fully with requests for information relevant to the certification process. Failure or refusal to provide such information is a ground for denial or removal of certification.

ADOT is a member of the AZ Unified Certification Program (AZUCP). Only DBE firms that are certified by the AZUCP are eligible for credit on ADOT projects. A list of DBE firms certified by AZUCP is available on the internet at http://www.azutracs.com/. The list will indicate contact information and specialty for each DBE firm, and may be sorted in a variety of ways. However, ADOT does not guarantee the accuracy and/or completeness of this information, nor does ADOT represent that any licenses or registrations are appropriate for the work to be done.

The Department's certification of a DBE is not a representation of qualifications and/or abilities nor does it mean that a DBE firm is guaranteed or entitled to receive or be awarded a contract. Being certified simply means that a firm has met the criteria for

DBE certification as outlined in 49 CFR Part 26. The contractor bears all risks of ensuring that DBE firms selected by the contractor are able to perform the work.

6.2 SBC Registration:

To comply with 49 CFR Part 26.39, ADOT's DBE Program incorporates contracting requirements to facilitate participation by Small Business Concerns (SBCs) in federally assisted contracts. SBCs are for- profit businesses authorized to do businesses in Arizona that meet the Small Business Administration (SBA) size standards for average annual revenue criteria for its primary North American Industry Classification System (NAICS) code.

While the SBC component of the DBE program does not require utilization of goals on projects, ADOT strongly encourages contractors to utilize small businesses that are registered in AZ UTRACS on their contracts, in addition to DBEs meeting the certification requirement. The contractor may use the AZ UTRACS website to search for certified DBEs and registered SBCs that can be used on the contract. However, SBCs that are not DBEs will not be counted toward DBE participation.

SBCs can register online at the AZ UTRACS website.

The Department's registration of SBCs is not a representation of qualifications and/or abilities nor does it mean that an SBC firm is guaranteed or entitled to receive or be awarded a contract. Being SBC registered simply means that a firm has met the criteria for SBC registration as outlined in 49 CFR Part
26. The contractor bears all risks of ensuring that SBC firms selected by the contractor are able to perform the work.

7.0 DBE Financial Institutions:

The Department thoroughly investigates the full extent of services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals in its service area and makes reasonable efforts to use these institutions. The Department encourages prime contractors to use such institutions on USDOT assisted contracts. However, use of DBE financial institutions will not be counted toward DBE participation.

The Department encourages prime contractors to research the Federal Reserve Board website at www.federalreserve.gov to identify minority-owned banks in Arizona derived from the Consolidated Reports of Condition and Income filed quarterly by banks (FFIEC 031 and 041) and from other information on the Board's National Information Center database.

8.0 Time is of the Essence:

TIME IS OF THE ESSENCE IN RESPECT TO THE DBE PROVISIONS.

9.0 Computation of Time:

In computing any period of time described in this DBE special provision, such as calendar days, the day from which the period begins to run is not counted, and when the last day of the period is a Saturday, Sunday, or Federal or State holiday, the period extends to the next day that is not a Saturday, Sunday, or Federal or State holiday. In circumstances where the Department's offices are closed for all or part of the last day, the period extends to the next day on which the Department's offices are open.

10.0 Contractor and Subcontractor Requirements:

10.1 General:

Each contractor shall establish a program that will ensure nondiscrimination in the award and administration of contracts and subcontracts.

Agreements between the bidder and a DBE in which the DBE promises not to provide subcontracting quotations to other bidders are prohibited.

10.2 DBE Liaison:

The contractor shall designate a DBE Liaison responsible for the administration of the contractor's DBE program. The name of the designated DBE Liaison shall be included in the DBE Intended Participation Affidavit Summary.

11.0 DBE Goals

The Department has not established contract goals for DBE participation in this contract.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The contractor is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

11.1 Race Neutral Contract (With No DBE Goal)

The Department has established a Disadvantaged Business Enterprise (DBE) program in accordance with the regulations of the U.S. Department of Transportation (USDOT), 49 CFR Part 26. ADOT has received federal financial assistance from the USDOT and as a condition of receiving this assistance, ADOT has signed an assurance that it shall comply with 49 CFR Part 26.

It is ADOT's policy to ensure that DBEs, as defined in 49 CFR Part 26, have an equal opportunity to receive and participate in federally-funded contracts.

NO CONTRACT DBE GOAL HAS BEEN ESTABLISHED FOR DBE PARTICIPATION ON THIS CONTRACT.

Contractors are still encouraged to employ reasonable means to obtain DBE participation. Contractors must retain records in accordance with these DBE specifications. The consultant is notified that this record keeping is important to the Department so that it can track DBE participation where only race neutral efforts are employed.

12.0 Bidders/Proposers List and AZ UTRACS Registration Requirement:

Under Title 49 CFR of the Code of Federal Regulations, Part 26.11, DOTs are required to collect certain information from all contractors and subcontractors who seek to work on federally-assisted contracts in order to set overall and contract DBE goals. ADOT collects this information when firms register their companies on the Arizona Unified Transportation Registration and Certification System (AZ UTRACS) web portal at http://www.azutracs.com/ a centralized database for companies that seek to do business with ADOT. This information will be maintained as confidential to the extent allowed by federal and state law.

Prime contractors and all subcontractors, including DBEs listed in the offer must be registered in AZUTRACS. Proposers may verify that their firm and each subcontractor is registered using the AZUTRACS website.

Proposers may obtain additional information at the AZ UTRACS website or by contacting BECO.

All proposers shall create a Bidders/Proposers list in the AZ UTRACS by selecting all firms, service providers, and vendors that expressed interest or submitted proposals or quotes for this contract. The Bidders/Proposers List form must be complete and must include the names for all subcontractors, service providers, and vendors that submitted proposals or quotes on this project regardless of the proposer's intentions to use the those firms on the project.

All proposers must complete and submit the Bidders/Proposers List online at AZ UTRACS prior to Offer submittal. A confirmation email will be generated by the system. This email confirmation shall be submitted with the Offer.

13.0 Payment Reporting:

The contractor shall report on a monthly basis indicating the amounts paid to all subcontractors, of all tiers, working on the project. Reporting shall be in accordance with below.

Subcontracts:

a. Sub-Contract Terms:

1. The Contractor agrees to execute a written Contract with all Subcontractors for work to be completed under this Contract. The executed Contract shall include Subcontractor's Scope of Work and all the Uniform Terms and Conditions set forth in this Contract.

2. The Contractor shall provide electronic copies of signed subcontract agreements with all Subcontractors to ADOT Business Engagement and Compliance Office (BECO) by uploading them to the BECO's online DBE Contract & Labor Compliance Management System (**DBE System**) at https://adot.dbesystem.com. Subcontract agreements shall include all required assurances and required clauses as outlined in this Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

3. The Contractor may be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department.

b. Sub-Contract Payments

1. Retention: If the prime contract does not provide for retention, the contractor and each subcontractor of any tier shall not withhold retention on any subcontract. If the prime contract provides for retention, the prime contractor and each subcontractor of any tier shall not retain a higher percentage than the Department may retain under the prime contract. Retainage shall be paid to the subcontractor within 7 days of satisfactory completion of the work performed by the subcontractor.

2. No Set-offs Arising from Other Contracts: If a subcontractor is performing work on multiple contracts for the same contractor or subcontractor of any tier, the contractor or subcontractor of any tier shall not withhold or reduce payment from its subcontractors on the contract because of disputes or claims on another contract.

3. Partial Payment: The contractor and each subcontractor of any tier shall make prompt partial payments to its subcontractors within seven days of receipt of payment from the Department. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

4. Final Payment: The contractor and each subcontractor of any tier shall make prompt final payment to each of its subcontractors. The contractor and each subcontractor of any tier shall pay all monies, including retention, due to its subcontractor within seven days of receipt of payment. Notwithstanding any provision of Arizona Revised Statutes Section 28-411, the parties may not agree otherwise.

5. Payment Reporting: For the purposes of this subsection "Reportable Contracts" means any subcontract, of any tier, DBE or non-DBE, by which work shall be performed on behalf of the contractor and any contract of any

tier with a DBE material or service supplier.

The requirements of this subsection apply to all Reportable Contracts.

Payment Reporting for all Reportable Contracts shall be done through the Department's web- based DBE System. The DBE System can be accessed from the Department's BECO website. No later than fifteen calendar days after the Notice to Proceed is issued, the contractor shall log into the Department's web based DBE System and enter or verify the name, contact information, and subcontract amounts for Reportable Contracts on the project. As Reportable Contracts are approved over the course of the contract, the contractor shall enter them in the system. Reportable contracts shall be entered into the system no later than five calendar days after approval by the Department.

The contractor shall report on a monthly basis indicating the amounts actually paid and the dates of each payment under any Reportable Contract on the project. In addition, the contractor shall require that all participants in any Reportable Contract electronically verify receipt of payment on the contract by the last day of the month and the contractor shall actively monitor the Department's DBE System to ensure that the verifications are input. The contractor shall proactively work to resolve any payment discrepancies in the DBE System between payment amounts it reports and payment confirmation amounts reported by others.

The contractor shall ensure that all Reportable Contract activity is reported to the Department. This includes all lower-tier Reportable Contracts, regardless of whether a DBE is involved or not.

The contractor shall maintain records for each payment explaining the amount requested by the subcontractor, and the amount actually paid pursuant to the request, which may include but are not limited to, estimates, invoices, pay requests, copies of checks or wire transfers, and lien waivers in support of the monthly payments in the DBE System.

The contractor shall provide information for payments made on all Reportable Contracts during the previous month by the 15th day of the current month. In the event that no payments were made during a given month, the contractor shall identify that by entering a dollar value of zero. If the contractor does not pay the full amount of any invoice from a subcontractor, the contractor shall note that and provide the reasons in the comment section of the Monthly Payment Audit of the DBE System.

For each Reportable Contract on which the contractor fails to submit timely payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non- reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages

shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

Payment reporting requirements apply to all contracts, federal and non-federal funded.

The contractor shall ensure that a copy of this Subsection is included in every Reportable Contract of every tier.

(a) Sanctions for Inadequate Reporting:

For each Reportable Contract on which the contractor fails to submit timely and complete payment information the Department will retain $1,000.00 as liquidated damages, from the monies due to the contractor. Liquidated damages will be deducted each month for each Reportable Contract on which the contractor fails to submit payment information until the contractor provides the required information as described herein. After 90 consecutive days of non-reporting, the liquidated damages will increase to $2,000.00 for each subsequent month, for each Reportable Contract on which the contractor fails to report until the information is provided. These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the contract.

6. Completion of Work: A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished, documented, and accepted by the Department.

7. Disputes: If disputes arise regarding payment of subcontractors, the contractor shall immediately provide the ADOT Project Manager with a written, verifiable explanation if:

   - The contractor does not pay the full amount of any invoice from a subcontractor within seven days of receipt of a progress payment from the Department, or
   - The monthly estimate does not include all work claimed by a subcontractor to have been performed.

   The Department will determine whether the contractor has acted in good faith concerning any such explanations. The Department reserves the right to request and receive documents from the contractor and all subcontractors of any tier, in order to determine whether termination requirements were met. The contractor shall implement and use the dispute resolution process outlined in the subcontract, as described in Uniform Terms and Conditions Paragraph, to resolve payment disputes.

8. Non-Compliance: Failure to make prompt partial payment or prompt final payment including any retention, within the time frames established in this contract, will result in remedies, as the Department deems appropriate, which may include, but are not limited to:

   - Liquidated Damages: These liquidated damages shall be in addition to all other retention or liquidated damages provided for elsewhere in the

contract.

(i) The Department will withhold two times the disputed dollar amount not paid to each subcontractor.
(ii) If full payment is made within 30 days of the Department's payment to the contractor, the amount withheld by the Department will be released.
(iii) If full payment is made after 30 days of the Department's payment to the contractor, the Department will release 75 percent of the funds withheld. The Department will retain 25 percent of the monies withheld as liquidated damages.

- Additional Remedies: If the contractor fails to make prompt payment for three consecutive months, or any four months over the course of one project, or if the contractor fails to make prompt payment on two or more contracts within 24 months, the Department may, in addition, invoke the following remedies:

(i) Withhold monthly progress payments until the issue is resolved and full payment has been made to all subcontractors and vendors subject to the requirements outlined under "Liquidated Damages" above,
(ii) Terminate the contract for default in accordance with this Contract, and/or
(iii) Suspension or Debarment per Uniform Terms and Conditions Paragraph 9.3 of the contractor from future bidding temporarily or permanently, depending on the number and severity of violation.
(iv) Reflect the contractor's performance in submitting payment reports and making subcontractor payments utilizing the Department's Vendor Performance Report.

14.0 Crediting DBE Participation:

14.01 General Requirements:

To count toward DBE participation, the DBE firms must be certified at the time of Offer submission in each NAICS code applicable to the kind of work the firm will perform on the contract. NAICS for each DBE can be found on the AZ UTRACS website. General descriptions of all NAICS codes can be found at http://www.naics.com/search/.

Credit is given only after the DBE has been paid for the work performed.

The entire amount of a contract that is performed by the DBE's own forces, including the cost of supplies and materials purchased by the DBE for the work on the contract and equipment leased by the DBE will be credited toward DBE participation. Supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate will not be credited toward DBE participation.

The contractor bears the responsibility to determine whether the DBE possesses the

proper contractor's license(s) to perform the work and, if DBE credit is requested, that the DBE subcontractor is certified for the requested type of work.

The Department's certification is not a representation of a DBE's qualifications and/or abilities. The contractor bears all risks that the DBE may not be able to perform its work for any reason.

A DBE may participate as a prime contractor, subcontractor, or as a vendor of materials or supplies. The dollar amount of work to be accomplished by DBEs, including partial amount of a lump sum or other similar item, shall be on the basis of subcontract, purchase order, hourly rate, rate per ton, etc., as agreed to between parties.

DBE credit may be obtained only for specific work done for the project, supply of equipment specifically for physical work on the project, or supply of materials to be incorporated in the work. DBE credit will not be allowed for costs such as overhead items, capital expenditures (for example, purchase of equipment), and office items.

The contractor may credit second-tier subcontracts issued to DBEs by non-DBE subcontractors. Any second-tier subcontract to a DBE must meet the requirements of a first-tier DBE subcontract.

A prime contractor may credit the entire amount of that portion of a contract that is performed by the DBE's own forces. The cost of supplies and materials obtained by the DBE for the work of the contract can be included so long as that cost is reasonable. Leased equipment may also be included. No credit is permitted for supplies purchased or equipment leased from the prime contractor or its affiliate(s).

When a DBE subcontracts a part of the work of its contract to another firm, the value of the subcontract may be credited towards DBE participation only if the DBE's subcontractor is itself a DBE and performs the work with its own forces. Work that a DBE subcontracts to a non-DBE firm does not count toward DBE participation.

A prime contractor may credit the entire amount of fees or commissions charged by a DBE firm for providing a bona fide service, such as professional, technical, consulting, or managerial services, or for providing bonds or insurance specifically required for the performance of a USDOT-assisted contract, provided the fees are reasonable and not excessive as compared with fees customarily allowed for similar services.

14.02 DBE Prime Contractor:

When a certified DBE firm proposes on a contract/Task Assignment all the work that is performed by the DBE contractor or any other DBE subcontractors and DBE suppliers will count toward DBE participation.

14.03 Effect of Loss of DBE Eligibility:

For On-Call Task Assignment contracts, if a DBE is deemed ineligible (decertified) or suspended by ADOT or one of its UCP Partner Agencies in accordance with 49 CFR 26.87 and 26.88, the DBE may not be count toward DBE participation on a new Task Assignment, but may be considered for the contract/Task Assignment DBE participation if a subcontract or contract modification for the work to be completed on the Task Assignment was executed before the DBE suspension or decertification is effective.

A subcontract or contract modification for work on the task assignment means, any subcontract or agreement for the task assignment, which includes a specific ADOT TRACS/Project Number, defined scope, duration and budget for the work to be completed under the Task Assignment that is duly signed by the contractor/contractor and subcontractor/subcontractor.

When the contractor/contractor intents to use an ineligible DBE firm or ADOT made a commitment to use an ineligible DBE prime contractor/contractor, but a subcontract or Contract Modification for the work to be completed on the Task Assignment has not been executed before a decertification notice is issued to the DBE firm by its certifying agency, the ineligible firm does not count toward DBE participation. When a subcontract or contract modification is executed with the DBE firm for the work to be completed on the Task Assignment before ADOT notified the firm of its ineligibility, the DBE's work on the Task Assignment may continue to be credited toward DBE participation for the firm's work.

14.04 Notifying the Contractor of DBE Certification Status:

Each DBE contract at any tier shall require any DBE subcontractor or supplier that is either decertified or certified during the term of the contract to immediately notify the contractor and all parties to the DBE contract in writing, with the date of decertification or certification. The contractor shall require that this provision be incorporated in any contract of any tier in which a DBE is a participant.

14.05 Commercially Useful Function:

A prime contractor can credit expenditures to a DBE subcontractor only if the DBE performs a Commercially Useful Function (CUF).

A DBE performs a CUF when it is responsible for execution of the work of a contract and carries out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the DBE must also be responsible, with respect to materials and supplies on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself that it uses on the project. To determine whether a DBE is performing a commercially useful function, the Department will evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the contract is commensurate with the work it is actually

performing and the DBE credit claimed for its performance of the work, and other relevant factors.

A DBE will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, the Department will examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least 30 percent of the total cost of its contract with its own work force, or if the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, the Department will presume that the DBE is not performing a commercially useful function.

When a DBE is presumed not to be performing a commercially useful function as provided above, the DBE may present evidence to rebut this presumption. The Department will determine if the firm is performing a CUF given the type of work involved and normal industry practices.

The Department will notify the contractor, in writing, if it determines that the contractor's DBE subcontractor is not performing a CUF. The contractor will be notified within seven calendar days of the Department's decision.

Decisions on CUF may be appealed to the Chief Procurement Officer (CPO). The appeal must be in writing and personally delivered or sent by certified mail, return receipt requested, to the CPO. The appeal must be received by the CPO no later than seven calendar days after the decision of BECO. BECO's decision remains in place unless and until the CPO reverses or modifies BECO's decision. CPO will promptly consider any appeals under this subsection and notify the contractor of CPO's findings and decisions. Decisions on CUF matters are not administratively appealable to USDOT.

The BECO may conduct project site visits on the contract to confirm that DBEs are performing a CUF. The contractor shall cooperate during the site visits and the BECO's staff will make every effort not to disrupt work on the project.

15.0 Required Provisions for DBE Subcontracts:

All subcontracts of any tier, all supply contracts, and any other contracts in which a DBE is a participant shall include as a physical attachment, DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits.

Contractors executing agreements with subcontractors, DBE or non-DBE, that materially modify federal regulation and state statutes such as, prompt payment and retention requirements, through subcontract terms and conditions will be found in breach of contract which may result in termination of the contract, or any other such

remedy as the deemed appropriate as outlined in DBE Subsection 2.0 of these DBE provisions.

The Department reserves the right to conduct random reviews of DBE and non-DBE subcontract documentation to ensure compliance with federal requirements.

The contractor shall ensure that all subcontracts or agreements with DBEs to supply labor or materials require that the subcontract and all lower tier subcontracts be performed in accordance with 49 CFR Part 26 provisions.

The Contractor shall provide electronic copies of subcontract agreements with all Subcontractors by uploading them within 15 calendar days of an executed contract to the ADOT DBE System. Subcontract agreements shall include all required assurances and clauses as outlined in DBE Subcontractor Compliance Assurances refer to the Federal Attachments and Exhibits of the Contract. Each agreement and required attachment shall be dated and signed by the Subcontractor in order for the subcontract to be considered valid.

The Contractor shall be in breach of this Contract if the Contractor materially modifies the federal regulations and State statutes in its subcontract agreements terms and conditions with its Subcontractors. Deviations from the terms of this Contract may result in termination of the Contract, or any other such remedy as deemed appropriate by the Department

16.0 Certification of Final DBE Payments:

DBE participation on the contract is measured by actual payments made to the DBEs. The contractor shall submit the “Certification of Final DBE Payments” form for each DBE firm working on the contract. This form shall be signed by the contractor and the relevant DBE, and submitted to the Engineer no later than 30 days after the DBE completes its work.

The contractor will not be released from the obligations of the contract until the ”Certification of Final DBE Payments” forms are received and deemed acceptable by the Engineer and BECO.

17.0 False, Fraudulent, or Dishonest Conduct:

In addition to any other remedies or actions, the Department will bring to the attention of the US Department of Transportation any appearance of false, fraudulent, or dishonest conduct in connection with the DBE program, so that USDOT can take steps such as referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General for possible initiation of suspension and debarment proceedings against the offending parties or application of “Program Fraud and Civil Penalties” rules provided in 49 CFR Part 31.

21. NONDISCRIMINATION

1. During the performance of this Contract, the Consultant, for itself, its Subconsultants, assignees and successors shall:

   a. Not discriminate on the basis of race, color, national origin, or sex and shall carry out applicable requirements of 49 CFR Part 26 in the performance of this Contract. Failure by the Consultant to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract, disqualification from proposing on other Contracts or other remedy as the State deems appropriate.

   b. Comply with Executive Order 2009-09, "Prohibition of Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

   c. Comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

   d. Post in conspicuous places available to employees and applicants for employment, the following notice:

      "It is the policy of this company not to discriminate against any employee, or applicant for employment, because of race, color, religion, creed, national origin, sex, age, handicapped, or disabled veterans and Vietnam era veterans. Such actions shall include, but are not limited to: employment, upgrading, demotion, transfer, recruitment, or recruitment advertising; laying- off or termination; rates of pay or other compensation; and selection for training, and on-the- job training. Also, it is the policy to ensure and maintain a working environment free of harassment, intimidation and coercion."

   e. Comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the
      U.S. Department of Transportation (hereinafter USDOT), 49 CFR Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

   f. Not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of Subconsultants, including procurement of materials and leases of equipment. The Consultant shall not participate either directly or

indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices.

g. In all solicitations either by competitive bidding or negotiations made by the Consultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, notify each potential Subconsultant or supplier of the Consultant's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, or national origin.

h. Provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the State to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the State as appropriate, and shall set forth what efforts it has made to obtain the information.

2. In the event of the Consultant's noncompliance with the NONDISCRIMININATION provision (Section A) of this Contract, the State shall impose such Contract sanctions as the State or FHWA may determine to be appropriate, including but not limited to:

   a. Withholding of payments to the Consultant under the Contract until the Consultant complies,

   and/or;

   b. Cancellation, termination, or suspension of the Contract, in whole or in part.

3. The Consultant shall include the provisions of paragraph 1.a. through 1.h. in every subcontract with Subconsultants, DBEs and non-DBEs, including procurement of materials and equipment leases, unless exempt by the Regulations or directives issued pursuant thereto.

4. The Consultant shall take such action with respect to any Subconsultants or procurement as the State or the Federal Aviation Administration (FAA), FHWA and the Federal Transit Administration (FTA) may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the Consultant becomes involved in or is threatened with litigation with a Subconsultant or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State, and in addition, the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

22. AFFIRMATIVE ACTION

Contractor shall take the following affirmative action steps with respect to securing supplies, equipment, or services under the terms of this contract:

a. Include qualified firms owned by socially and economically disadvantaged individuals on solicitation lists.

b. Assure that firms owned by socially and economically disadvantaged individuals are solicited whenever they are potential sources.

c. When economically feasible, divide total requirements into smaller tasks or quantities so as to permit maximum participation by firms owned by socially and economically disadvantaged individuals.

d. Where the requirement permits, establish delivery schedules which will encourage participation by firms owned by socially and economically disadvantaged individuals.

e. Use the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce, and the Community Services Administration, as required.

23. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid contract in an amount in excess of $100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed

with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

Withholding for unpaid wages and liquidated damages. The FHWA or the contacting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

24. FEDERAL CHANGES

The Contactor and its sub-contractors shall comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the Department and FTA, as they be amended or promulgated from time to time during the term of the contract. Contractor's failure to comply shall constitute a material breach of the contract.

25. PROMPT PAY

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contract receives from the Recipient. The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractors work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Recipient. This clause applies to both DBE and non-DBE subcontracts.

26. FULL AND OPEN COMPETITION

In accordance with 49 U.S.C. § 5325(h) all procurement transactions shall be

conducted in a manner that provides full and open competition.

27. PROHIBITION AGAINST EXCLUSIONARY OR DISCRIMINATORY SPECIFICATIONS

Apart from inconsistent requirements imposed by Federal statute or regulations, the contractor shall comply with the requirements of 49 USC 5323(h)(2) by refraining from using any FTA assistance to support procurements using exclusionary or discriminatory specifications.

28. CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

29. ACCESS REQUIREMENTS FOR PERSONS WITH DISABILITIES

Contractor shall comply with 49 USC 5301(d), stating Federal policy that the elderly and persons with disabilities have the same rights as other persons to use mass transportation services and facilities and that special efforts shall be made in planning and designing those services and facilities to implement that policy.

Contractor shall also comply with all applicable requirements of Sec. 504 of the Rehabilitation Act (1973), as amended, 29 USC 794, which prohibits discrimination on the basis of handicaps, and the Americans with Disabilities Act of 1990 (ADA), as amended, 42 USC 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments thereto.

30. NOTIFICATION OF FEDERAL PARTICIPATION

To the extent required by law, in the announcement of any third party contract award for goods and services (including construction services) having an aggregate value of $500,000 or more, contractor shall specify the amount of Federal assistance to be used in financing that acquisition of goods and services and to express that amount of Federal assistance as a percentage of the total cost of the third party contract.

31. INTEREST OF MEMBERS OR DELEGATES TO CONGRESS

No members of, or delegates to, the US Congress shall be admitted to any share or part of this contract nor to any benefit arising therefrom.

32. INELIGIBLE CONTRACTORS AND SUBCONTRACTORS

Any name appearing upon the Comptroller General's list of ineligible contractors for federally-assisted contracts shall be ineligible to act as a subcontractor for contractor pursuant to this contract. If contractor is on the Comptroller General's list of ineligible contractors (https://www.sam.gov/SAM/) for federally financed or assisted construction, the recipient shall cancel, terminate or suspend this contract.

33. OTHER CONTRACT REQUIREMENTS

To the extent not inconsistent with the foregoing Federal requirements, this contract shall also include those standard clauses attached hereto, and shall comply with the recipient's Procurement Guidelines, available upon request from the Department.

34. COMPLIANCE WITH FEDERAL REGULATIONS

Any contract entered pursuant to this solicitation shall contain the following provisions: All USDOT- required contractual provisions, as set forth in FTA Circular 4220, are incorporated by reference. Anything to the contrary herein notwithstanding, FTA mandated terms shall control in the event of a conflict with other provisions contained in this Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any grantee request that would cause the recipient to be in violation of FTA terms and conditions. Contractor shall comply with all applicable FTA regulations, policies, procedures and directives, including, without limitation, those listed directly or incorporated by reference in the Master Agreement between the recipient and FTA, as may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

35. REAL PROPERTY

Any contract entered into shall contain the following provisions: Contractor shall at all times comply with all applicable statutes and USDOT regulations, policies, procedures and directives governing the acquisition, use and disposal of real property, including, but not limited to, 49 CFR 18.31-18.34, 49 CFR 19.30-19.37, 49 CFR Part 24, 49 CFR 5326 as amended by Map-21, 49 CFR part 18 or 19, 49 USC 5334, applicable FTA Circular 5010, and FTA Master Agreement, as they may be amended or promulgated during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

36. ACCESS TO SERVICES FOR PERSONS WITH LIMITED ENGLISH PROFICIENCY

To the extent applicable and except to the extent that FTA determines otherwise in writing, the Recipient agrees to comply with the policies of Executive Order No. 13166, "Improving Access to Services for Persons with Limited English Proficiency," 42 U.S.C. § 2000d 1 note, and with the provisions of U.S. DOT Notice, "DOT Guidance to Recipients on Special Language Services to Limited English Proficient (LEP)

Beneficiaries," 70 Fed. Reg. 74087, December 14, 2005.

37. ENVIROMENTAL JUSTICE

Except as the Federal Government determines otherwise in writing, the Recipient agrees to promote environmental justice by following: (1) Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," February 11, 1994, 42
U.S.C. § 4321 note, as well as facilitating compliance with that Executive Order, and (2) DOT Order 5610.2, "Department of Transportation Actions To Address Environmental Justice in Minority Populations and Low-Income Populations," 62 Fed. Reg. 18377, April 15, 1997, and (3) The most recent and applicable edition of FTA Circular 4703.1, "Environmental Justice Policy Guidance for Federal Transit Administration Recipients," August 15, 2012, to the extent consistent with applicable Federal laws, regulations, and guidance,

38. ENVIRONMENTAL PROTECTIONS

Compliance is required with any applicable Federal laws imposing environmental and resource conservation requirements for the project. Some, but not all, of the major Federal laws that may affect the project include: the National Environmental Policy Act of 1969; the Clean Air Act; the Resource Conservation and Recovery Act; the comprehensive Environmental response, Compensation and Liability Act; as well as environmental provisions with Title 23 U.S.C., and 49 U.C. chapter 53. The U.S. EPA, FHWA and other federal agencies may issue other federal regulations and directives that may affect the project. Compliance is required with any applicable Federal laws and regulations in effect now or that become effective in the future.

39. GEORGRAPHIC INFORMATION RELATED TO SPATIAL DATA

Any project activities involving spatial data or geographic information systems activities financed with Federal assistance are required to be consistent with the National Spatial Data Infrastructure promulgated by the Federal Geographic Data Committee, except to the extent that FTA determines otherwise in writing.

40. GEOGRAPHIC PREFERENCE

Pursuant to 2 CFR 200.319(b), all procurements must be conducted in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract).

41. ORGANIZATIONAL CONFLICTS OF INTEREST

The Recipient agrees that it will not enter into a procurement that involves a real or apparent organizational conflict of interest described as follows:

(1) When It Occurs. An organizational conflict of interest occurs when the Project work, without appropriate restrictions on certain future activities, results in an unfair competitive advantage:

(a) To that Third Party Participant or another Third Party Participant performing the Project work, and
(b) That impairs that Third Party Participant's objectivity in performing the Project work, or

(2) Other. An organizational conflict of interest may involve other situations resulting in fundamentally unfair competitive conditions,

(3) Disclosure Requirements. Consistent with FTA policies, the Recipient must disclose to FTA, and each of its Subrecipients must disclose to the Recipient:

(a) Any instances of organizational conflict of interest, or
(b) Violations of federal criminal law, involving fraud, bribery, or gratuity violations potentially affecting the federal award, and

(4) Failure to Disclose. Failure to make required disclosures can result in remedies for noncompliance, including debarment or suspension.

42. VETRANS PREFERENCE

As provided by 49 U.S.C. § 5325(k), to the extent practicable, the Recipient agrees and assures that each of its Subrecipients:

(1) Will give a hiring preference to veterans, as defined in 5 U.S.C. § 2108, who have the skills and abilities required to perform construction work required under a third party contract in connection with a Capital Project supported with federal assistance appropriated or made available for 49 U.S.C. chapter 53, and
(2) Will not require an employer to give a preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or a former employee.

43. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) IDENTIFICATION NUMBER

The municipal project sponsor is required to identify in its accounts all Federal awards received and expended, and the Federal programs under which they were received. Federal program and award identification shall include, as applicable, the CFDA title and number, award number and year, name of the Federal agency, and name of the pass-through entity.

44. AMERICANS WITH DISABILITIES ACT (ADA)

The contractor agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which states the Federal policy that the elderly and persons with disabilities have the same right as other persons to use mass transportation service and facilities, and that special efforts shall be made in planning and designing those services and facilities to implement that policy. The contractor also agrees to comply with all applicable requirements of section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, which prohibits discrimination on the basis of handicaps, with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to persons with disabilities, including any subsequent amendments to that Act, and with the Architectural Barriers act of 1968, as amended, 42 U.S.C. §§ 4151 et seq., which requires that buildings and public accommodations be accessible to persons with disabilities, including any subsequent amendments to that Act. In addition, the contractor agrees to comply with any and all applicable requirements issued by the FTA, DOT, DOJ, U.S. GSA, U.S. EEOC, U.S. FCC, any subsequent amendments thereto and any other nondiscrimination statute(s) that may apply to the Project.

45. BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with nonfederal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Agency."

46. NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Agency and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to the Agency, Contractor or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

44. BUS TESTING

The operator of the bust testing facility is required to provide the resulting test report to the entity that submits the bus for testing. The manufacturer or dealer of a new bus

model or a bus produced with a major change in component or configuration is required to provide a copy of the corresponding full bus testing report and any applicable partial testing report(s) to the Agency during the point in the procurement process specified by the Agency, but in all cases before final acceptance of the first bus by the Agency. The complete bus testing report requirements are provide in 49 C.F.R. § 665.11.

45. CARGO PREFERENCE REQUIREMENTS

The contractor agrees:

a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;

b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "onboard" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA Recipient (through the contractor in the case of a subcontractor's bill-of-lading.); and

c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

46. E-AWARD AND POST-DELIVERY AUDITS OF ROLLING STOCK PURCHASES

The Contractor agrees to comply with 49 U.S.C. § 5323(m) and FTA's implementing regulation at 49 C.F.R. part 663. The Contractor shall comply with the Buy America certification(s) submitted with its proposal/bid. The Contractor agrees to participate and cooperate in any pre-award and post-delivery audits performed pursuant to 49 C.F.R. part 663 and related FTA guidance.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, the *Federal Highway Administration,* as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Non-discrimination:** The contractor, with regard to the work performance by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the *Federal Highway Administration* to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the *Federal Highway Administration,* as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the *Federal Highway Administration* ,may determine to be appropriate, including, but not limited to:

    a. withholding payments to the contractor under the contract until the contractor complies; and/or
    b. cancelling, terminating, or suspending a contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with request to any subcontract or procurement as the Recipient or the *Federal Highway Administration* may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that **if** the contractor becomes involved in, or is threatened with litigation by a subcontractor or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

EXHIBIT 2
Title VI/Non-Discrimination Assurances
Appendix E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.,* 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin): and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *etseq.),* (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.),* as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.),* (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1687 et. seq).

ADOT
Procurement

EXHIBIT 3
ADOT Procurement Quarterly Usage Report

This exhibit outlines the content required for the quarterly usage report. Usage reports will be submitted to the appropriate Procurement Officer in accordance with the requirements specified in Special Terms and Conditions. The Department reserves the right to make additions, deletions and changes as deemed necessary.

Reporting Period:

Contract ID/Code:		Contact Name:		Alternate Contact Name:	
Contract Label/Description:		Contact Phone Number:		Alternate Contact Phone Number:	
Contractor:		Contact Email:		Alternate Contact Email:	
Contractor Address:					

Agency/Org/Unit	Customer Name	Delivery Address	PO Number or Identify as "P-Card"	Order Date	Contract Item Number	Contract Item Description	Quantity	Unit of Measure	Contract Unit Price	Contract Extended Price	Invoice Number

EXHIBIT 4
ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Post-Delivery purchaser's requirement, in compliance with the federal requirements of 49 U.S.C. Section 5323(m))

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 10 vehicles for areas >200,000 in population)

As required by 49 CFR Part 663Subpart C, the

_____

(Recipient's name)

Certifies that a resident inspector,

_____

(Name of inspector)

Was at

_____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____

(description of buses).

The inspector visually inspecting the buses, the _____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

ON-SITE MANUFACTURER INSPECTION COMPLIANCE CERTIFICATION

(Rolling Stock Procurements for more than 20 vehicles for areas < 200,000 in population)

As required by 49 CFR Part 663 Subpart C, the

_____

(Recipient's name)

Certifies that a resident inspector,

_____

(Name of inspector)

Was at

_____

(the manufacturer's)

manufacturing site during the period of manufacture of the buses,

_____

(description of buses).

The inspector visually inspecting the buses, the

_____ (the recipient) has reviewed the inspection documentation, maintains a copy of this report, and certifies that the buses meet the contract specifications.

Signature _____ Date _____/ _____/ _____

Title _____

EXHIBIT 5
PRE-AWARD AUDIT AND CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
PRE-AWARD AUDIT (before issuing purchase order)		
Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under this part is complete before the recipient enters into a formal contract for the purchase of such rolling stock.		Master Agreement; 49 CFR §663.21
49 CFR 661.13 Grantee Responsibility (a) The grantee shall adhere to the Buy America clause set forth in its grant contract with FTA Section 16. Preference for United States Products and Services. a. Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by FAST Act, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with FAST Act,		49 CFR §663.13
49 CFR §663.23 Description of pre-award audit. A pre-award audit under this part includes— (a) A Buy America certification as described in §663.25 of this part; (b) A purchaser's requirements certification as described in §663.27 of this part; and (c) Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in §663.41 or §663.43 of this part.		49 CFR §663.23
Met? Y/N (if NO 1b, 1 REQ'D)	(1) A Buy America certification:	49 CFR §663.25
	a) There is a letter from FTA which grants a waive OR	
Met? Y/N (if NO 1a, 2 REQ'D)	b) ADOT reviewed documentation provided by the manufacturer which lists—	
	1) Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and	
	2) The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.	
Met? Y/N (2 REQ'D)	(2) A purchaser's requirements certification:	49 CFR §663.27
	a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and	
	b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's	
Met? Y/N (1 REQ'D)	(3) A manufacturer's Federal Motor Vehicle Safety certification or Certification that Federal motor vehicle standards do not apply.	
	a) If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	49 CFR §663.41
	a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer.	49 CFR §663.43

EXHIBIT 6
PURCHASER'S PRE-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Pre-Award Requirements Certification
49 CFR §663.27

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 **or** §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 7
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient		Date / Completed By
Description		
Program/Phase/Amounts		
The Post-Delivery Review Requirements (http://www.fta.dot.gov/legislation_law/12921_5430.html)		
The Post-Delivery Buy America Certification Requirement		
Select basis' (1 REQ'D)	Buy America-Compliant Buses	49 CFR 663(b)
	§663.33 Description of post-delivery audit. A post-delivery audit under this part includes—	
	(a) A post-delivery Buy America certification as described in §663.35 of this part;	
	§663.35 Post-delivery Buy America certification. For purposes of this part, a post-delivery Buy America certification is a certification that the recipient keeps on file that—	
	(a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; **or**	
	(b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists— (1) Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and (2) The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.	
Met? Y/N (3 REQ'D)	(b) A post-delivery purchaser's requirements certification as described in §663.37 of this part; **and**	
	§663.37 Post-delivery purchaser's requirements certification. For purposes of this part, a post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that—	
	(a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall— (1) Provide accurate records of all vehicle construction activities; and (2) Address how the construction and operation of the vehicles fulfills the contract specifications.	
	(b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.	
	(c) For procurements of: (1) Ten or fewer buses; or (2) Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or (3) Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.	
Met? Y/N (1 REQ'D)	(c) When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in §663.41 or §663.43 of this part.	
	§663.41 Certification of compliance with Federal motor vehicle safety standards. If a vehicle purchased under this part is subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, a recipient shall keep on file its certification that it received, both at the pre-award and post-delivery stage, a copy of the manufacturer's self-certification information that the vehicle complies with relevant Federal Motor Vehicle Safety Standards.	
	§663.43 Certification that Federal motor vehicle standards do not apply. (a) Except for rolling stock subject to paragraph (b) of this section, if a vehicle purchased under this part is not subject to the Federal Motor Vehicle Safety Standards issued by the National Highway Traffic Safety Administration in part 571 of this title, the recipient shall keep on file its certification that it received a statement to that effect from the manufacturer. (b) This subpart shall not apply to rolling stock that is not a motor vehicle.	

EXHIBIT 8
PURCHASER'S POST-AWARD REQUIREMENTS CERTIFICATION

Subrecipient	
Description	
Program/Phase/Amounts	

Purchaser's Post-Award Requirements Certification
49 CFR §663.37

I hereby certify that the rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and

I hereby certify that the proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's

Signature

Date Signed

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: One (1)**
DESCRIPTION: New Vehicles Purchase	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. The solicitation due date has been changed from January 17, 2022 at 3:00 PM MST to January 19, 2022 at 3:00 PM MST.

2. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 2.1** "The State of Arizona Department of Transportation (Department) is seeking to contract with a qualified vendor(s) who can provide new vehicles (all fuel types, hybrid, and full electric) including but not limited to: Sedans, Trucks up to 19,500 GVWR, Vans, Sport Utility Vehicles (SUVs), and Crossovers for the State of Arizona and participating Eligible Agencies. These vehicles will be used to support official organizational goals. These vehicles will be used on highways, city/county roads and shall be designed to operate under typical Arizona ambient temperatures."
   b. **Paragraph 3.3.1, 3.5.1 and 3.5.2** is hereby removed.
   c. **Paragraph 4.1**: "The Contractors are encouraged to provide a full line of new vehicles (gasoline, hybrid, full electric) including but not limited to the following categories: Sedans, Trucks up to 19,500 GVWR, Vans (cargo, passenger, transit, etc.), Sport Utility Vehicles (SUVs), and Crossovers. Eligible Agencies throughout the State will have varying vehicle needs. Contractors are to provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not be limited to: models and manufacturer options, trim package, etc. to meet each need of an Eligible Agency."
   d. **Paragraph 4.1.1** is hereby removed.
   e. **Paragraph 4.4.1:"** The Eligible Agency may request the awarded Contractor(s) to up-fit/modify any vehicle for specific organizational needs. For example, the cab and chassis of ½ ton, ¾ ton, and/or up to 19,500 GVW trucks may require a specialized body (i.e.: dump body, landscape body, etc.). Other vehicles may require interior and/or exterior modifications per the individual Eligible Agency. "
   f. **Paragraph 4.6.1**: " Anti-slip differential for two-wheel drive pickup trucks, ¾ ton, up to 19,500 GVW."

2. **Special Terms and Conditions**

   The following sections are hereby modified to read:

   a. Paragraph 11.1, (a-g): "Phase 1 and 2 pricing for vehicles shall be a minimum Percentage off MSRP, less the manufacturer's rebates and any additional discounts available for that model/power-train combination.
      a. Contractor shall provide a copy of manufacturer's invoice to the ordering agency upon request. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Two (2)**
DESCRIPTION: New Vehicles Purchases	

b. Transportation costs to transfer a vehicle from another dealer for a Phase 2 or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the Eligible Agency.
c. Any reference to Phase 1 pricing shall be in reference to vehicles ordered prior to the factory cut-off date.
d. Any reference to Phase 2 pricing shall be in reference to vehicles purchased from stock or "on the lot".
e. Phase 2 pricing shall receive the same cost considerations as Phase 1 pricing, all discounts and rebates should be passed onto the Eligible Agency.

f. All vehicles are to be billed at prices in effect at the time of order, not the date of shipment.

g. Pricing for vehicles shall include all discounts and deductions, less Federal and State taxes. Pricing shall be firm for life of contract unless amended by way of contract change order. "

b. Paragraph 22 is hereby replaced with the following: "The Contractor shall furnish Two (2) Usage reports, the first to the Department on a quarterly basis showing purchasing activity under this contract. This usage report shall be provided in a form substantially equivalent to Exhibit 03. Usage reports shall be submitted to the Procurement Officer no later than 30 days after the end of each quarter.

Usage report quarters shall be defined as follows:

- January through March – Report due April 30
- April through June – Report due July 30
- July through September – Report due October 30
- October through December – Report due January 30

Contractor shall submit the second to the State documenting all Contract sales to both Eligible Agencies and Co-Op Buyers, itemized separately. A *Quarterly Usage Report* shall still be submitted; even if there have been no sales to either Eligible Agencies and/or Co-Op Buyers. Contractor shall further itemize divisions, groups or areas within a given Eligible Agency if they place Orders independently of each other. Failure to submit the report is a material breach of contract, and will entitle State to its remedies under Article 8 and its right to terminate for default under Article 9. Contractor shall submit the report using the forms and following the instructions on the State Procurement Office website:

https://spo.az.gov/contractor-resources/statewide-contracts-administrative-fee"

c. Paragraph 25: Co-op administrative fee has hereby been removed.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	AMENDMENT NO.: Two (2)
DESCRIPTION: New Vehicles Purchases	

3. **Offer Response Form** is hereby replaced with Revision Two (2) attachment.

4. All other terms, conditions and provisions of this solicitation remain unchanged.

Procurement

ARIZONA DEPARTMENT OF TRANSPORTATION
1739 W. Jackson Street, MD 100P
Phoenix, AZ 85007
602.712.7211

Solicitation Amendment Summary

SOLICITATION NO.: BPM004157	**AMENDMENT NO.: Three (3)**
DESCRIPTION: New Vehicles Purchases	

Pursuant to the Uniform Instructions to Offerors, Item B.6, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

1. **Specifications**
   The following sections are hereby modified to read:

   a. **Paragraph 3.5** "For Phase Two (2) vehicles, the Contractor shall supply a quote within five (5) calendar days after receiving a request from the Eligible Agency. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options, applicable tax, delivery cost, total price, and point of contact. For vehicles requiring up-fit/modifications, all applicable cost may be included in quotation or as a separate quotation."

   b. **Paragraph 3.10**: "For Phase One (1) the Contractor shall provide the Eligible Agency copies of the manufacturer's vehicle identification numbers (VIN#) to confirm vehicles have been ordered unless impossible due to manufacture delay within ninety (90) calendar days after receipt of a purchase order. If confirmation of manufacturer's VIN #(s) is not received within this timeframe the Eligible Agency has the option to award to the second lowest bidder meeting specifications. This shall be considered a mandatory requirement and the timeframe must be met unless there is a manufacture delay. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract."

2. All other terms, conditions and provisions of this solicitation remain unchanged.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.B. PD - Amended Intergovernmental Agreement between the City of Buckeye, between the City of Avondale, and the City of Goodyear and the county of Maricopa, Arizona on behalf of their respective police departments or law enforcement agencies pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872 regarding the Arizona Department of Emergency and Military Affairs Sex Trafficking Task Force.
DATE PREPARED: 03/18/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 11-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Avondale, the City of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona, approved on September 5, 2023, for and on behalf of their respective Police Departments or Law Enforcement Agencies, pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.

SUMMARY

PROJECT DESCRIPTION:
The purpose of the West Valley Sex Trafficking Task Force is to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and investigations, while also providing resources to victims and apprehending and prosecuting offenders. This Intergovernmental Agreement (IGA) defines the cooperative effort between the City of Avondale, City of Goodyear, Maricopa County, and the City of Buckeye and their agencies charged with investigating criminal offenses concerning sex trafficking of adults and minors. The IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.

BENEFITS:
The agreement will allow multiple agencies to share information related to sex trafficking offenders and identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and apprehending and prosecuting offenders.

FINANCIAL IMPACT STATEMENT:
The City of Buckeye will be responsible for the primary costs associated with implementing this IGA. The City of Avondale has obtained a grant from the Arizona Department of Emergency and Military Affairs ("DEMA"). The grant provides for reimbursement for certain expenses associated with this IGA, including overtime pay, training, and various ancillary costs associated with sex trafficking investigative operations.

CURRENT FISCAL YEAR TOTAL COST:
Pursuant to the DEMA grant agreement, amounts eligible for reimbursement for each task force member, includes the following amounts: Monthly overtime hours of one detective up to $64,800 (this amount is the maximum cumulative amount available over the three-year term of the IGA). Out of state travel for professional development up to $4,800 (this amount is the maximum cumulative amount available over the three-year term of the IGA) and out of state travel for case follow-up up to $1,350 per year for two years (maximum amount available is $2,700).

BUDGETED:
Yes

FISCAL YEAR:
2024

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
RES 11-24 IGA Between the Cities and MC.docx
IGA - AMENDED AND RESTATED TRAFFICKING TASK FORCE IGA_MCAO ADDITIONAL CHANGES(22463.1).docx
DEMA AGREEMENT - FULLY EXECUTED.pdf

RESOLUTION NO. 11-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR AND THE COUNTY OF MARICOPA, ARIZONA ON BEHALF OF THEIR RESPECTIVE POLICE DEPARTMENTS OR LAW ENFORCEMENT AGENCIES PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 11-952 AND 13-3872.

WHEREAS, Arizona Revised Statutes ("A.R.S.") §§ 11-952 and 13-3872, et. seq. authorizes two or more public agencies to enter into intergovernmental agreements to contract for services if authorized by their legislative or governing bodies; and

WHEREAS, pursuant to an Intergovernmental Agreement executed on or about October 1, 2012 the cities of Buckeye, Avondale and Goodyear, and Maricopa County, established the Southwest Family Advocacy Center ("the Center"); and

WHEREAS, an Arizona Department of Emergency and Military Affairs ("DEMA") grant awarded to the City of Avondale authorized Avondale to distribute, oversee, and report the usage of the grant funding on behalf of and to partners of the Center; and

WHEREAS, the DEMA grant provided funding for partnering agencies to create a trafficking task force, undertake investigations, and pay personnel overtime associated with investigations and undercover operations, and other ancillary costs; and

WHEREAS, it is the desire of the Parties and Agencies to create a sex trafficking task force to coordinate efforts to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and online investigations, while also providing resources to victims and apprehending offenders.

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The IGA between the cities of Buckeye, Avondale, Goodyear, and Maricopa County to create a sex trafficking task force, to coordinate efforts to identify, locate and rescue victims of child and adult sex trafficking and also to provide resources to victims and apprehending offenders, oversee the usage of grant funding, and conduct undercover operations and online investigations, is hereby approved in the form on file with the City Clerk, and authorizes the following:

As required by A.R.S. §§ 11-952 and/or 13-3872, the Mayor, or his duly authorized agent, may enter into the IGA on behalf of the City, and execute all such other documents, contracts, amendments and agreements as may be necessary to effectuate this IGA.

Section 2. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of the IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 19th day of March 2024.

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

AMENDED AND RESTATED
INTERGOVERNMENTAL AGREEMENT
WEST VALLEY SEX TRAFFICKING TASK FORCE
CREATION OF AND PARTICIPATION

This Amended and Restated Intergovernmental Agreement ("IGA") is entered into by and between the City of Avondale, the City of Buckeye, the City of Goodyear and Maricopa County, for and on behalf of their respective police departments or law enforcement agencies. Throughout this IGA governmental entities listed may be referred to as a "Party" and may be referred to collectively as "Parties". The law enforcement agency of the Parties will be referred to as "Agency" or "Agencies".

I. RECITALS

WHEREAS, the Parties are authorized and empowered by A.R.S. §§ 11-951 et. seq. and A.R.S. § 13-3872, and in some instances by city charter provision, to enter into agreements for the joint exercise of governmental powers and law enforcement mutual aid; and

WHEREAS, agreements for mutual assistance and intergovernmental cooperation in public safety areas have existed between municipalities and governmental jurisdictions; and

WHEREAS, pursuant to an Intergovernmental Agreement executed on or about October 1, 2012 the Parties partnered together for the design, construction and operation of the Southwest Family Advocacy Center ("the Center") to provide a multi-disciplinary team approach with regard to investigation, assessment, medical treatment, and prosecution of child and vulnerable sexual/physical abuse, sexual abuse of adults and domestic violence cases; and

WHEREAS, on October 1, 2022, the City of Avondale, on behalf of the Center, was awarded grant funding from the Arizona Department of Emergency and Military Affairs ("DEMA") for costs associated with programs, equipment and/or activities that reduce human trafficking; and

WHEREAS, the DEMA grant provided that the City of Avondale was authorized to distribute, oversee, and report the usage of the grant funding on behalf of and to partners of the Center; and

WHEREAS, the DEMA grant provided funding for partnering agencies to investigate potential trafficking cases, create a trafficking task force, pay personnel overtime associated with investigations and undercover operations, and other ancillary costs; and

WHEREAS, it is the desire of the Parties and Agencies to create a sex trafficking task force to coordinate efforts to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and online investigations, while also providing resources to victims and apprehending offenders.

NOW THEREFORE, in consideration of the mutual promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Parties agree as follows:

II. PURPOSE & CREATION

The purpose of this IGA is to define the cooperative effort between the Parties and Agencies charged with the investigation of criminal offenses concerning sex trafficking of adults and minors. Furthermore, this IGA outlines procedures for reimbursement for certain law enforcement expenses associated with sex trafficking investigations including personnel overtime, training, and undercover operations.

This IGA creates the West Valley Sex Trafficking Task Force ("Task Force") which is comprised of the Agencies of the above listed Parties.

III. MISSION

The mission of the Task Force is to identify, locate and rescue victims of child and adult sex trafficking by conducting undercover operations and investigations, while also providing resources to victims and apprehending offenders. This will be achieved through collaborative efforts among the Agencies, proper training, acquisition of necessary equipment and on-going investigative operations.

IV. OBJECTIVES

Each Agency, individually and while coordinating efforts, will strive to achieve the following objectives:

- *To identify, locate, and assist trafficking victims.*
- *To provide resources and assistance to trafficking victims.*
- *To identify, locate, and apprehend sex buyers and potential predators.*
- *To suppress sex buying operations.*
- *To enforce local ordinances and state statutes.*
- *To assist other Agencies with the suppression of sex and human trafficking.*

V. RESPONSIBILITIES

The responsibilities of each individual Agency vary depending upon the specific investigation, operation or task. The following outlines general responsibilities of the Agencies:

A. All Agencies will:
   1. Identify and investigate sex traffickers;
   2. Identify sex trafficking victims and make referrals for social services;
   3. Collaborate with other investigative Agencies to proactively identify sex and human trafficking cases;
   4. Provide training, educational materials, and technical assistance concerning sex trafficking to assigned personnel about, but not limited to, the following topics:
      i. Sex trafficking victim's mindset
      ii. Applicable local ordinances and state statutes
      iii. Best practices for trafficking operations
      iv. Current sex trafficking trends

v. Undercover tactics for sex trafficking investigations
vi. Tactical considerations for sex trafficking operations
vii. Legal requirements concerning sex trafficking investigative operations
viii. Correct verbiage, and online chatting associated with sex trafficking

5. Provide planned takedown and cover teams for assigned personnel when operating within the Agency's jurisdiction (when necessary and depending upon staffing availability)
6. In accordance with the respective Agency's policies, assigned Detectives and Sergeants will be expected to utilize body worn camera or other covert recording systems provided by the Agency or Task Force in order to record encounters, conversations, and interactions with subjects in order to protect the integrity and safety of all involved.

B. Avondale Police Department will:

1. Provide one assigned Sergeant to supervise the operations
2. Provide one assigned Detective
3. Initiate investigations regarding sex trafficking
4. Provide coordination and support in raising awareness and capacity among Avondale Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations ("NGOs") through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
5. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
6. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Avondale to ensure a coordinated community response to human and sex trafficking.

C. Goodyear Police Department will:

1. Provide one assigned Detective
2. Initiate investigations regarding human sex trafficking
3. Provide coordination and support in raising awareness and capacity among Goodyear Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions
5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Goodyear, including the Crisis

Intervention Team with the Goodyear Fire Department, to ensure a coordinated community response to human and sex trafficking.

D. Buckeye Police Department will:
   1. Provide one assigned Detective;
   2. Initiate investigations regarding human sex trafficking;
   3. Provide coordination and support in raising awareness and capacity among Buckeye Police Department, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for identifying and responding to human and sex trafficking.
   4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
   5. Improve methods of communication between law enforcement Agencies and the victim service providers in the City of Buckeye to ensure a coordinated community response to human and sex trafficking.

E. Maricopa County Sheriff's Office will:
   1. Provide one assigned Detective;
   2. Initiate investigations regarding human trafficking;
   3. Provide coordination and support in raising awareness and capacity among law enforcement in the area of Maricopa County, community-based and faith-based organizations, public and private service providers, and other non-governmental organizations (NGOs) through training, community forums, and the development of a regional protocol for the identifying and responding to human and sex trafficking.
   4. Foster collaboration between community based-organizations, members of at-risk communities, NGOs, and law enforcement Agencies through specialized training and working group discussions; and
   5. Improve methods of communication between law enforcement Agencies and the victim service providers in the area of Maricopa County to ensure a coordinated community response to human and sex trafficking.

VI. OPERATIONS

Each Agency will be primarily responsible for directing, monitoring, and carrying out the operations set forth below:

A. Outreach Operation:
   1. Detectives will visit known forums, websites and geographical areas known for soliciting sex to identify offenders. Detectives will then set up a meeting at a pre-selected place and time. Once probable cause is established, the prostituted person will be detained by the arrest team that is staged nearby.
   2. Once the prostituted person is cleared of weapons or other harmful items, they will be introduced to service providers and advised they are not going to be

arrested for the offense. The prostituted persons will be given the option of accepting services or leaving the location.

3. This is a non-enforcement detail solely focused on the rescue of victims of child and adult sex trafficking.
4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

B. Customer apprehension program:

1. Detectives will post ads on multiple forums, websites known to be frequented by sex buyers and predators who operate in a geographical area where there are known sex buyers. Once probable cause is established investigators may disclose the hotel location or hotel room to the suspect (as needed) or take the suspect in custody on location if applicable. The exact locations of the operation will only be disclosed with permission of Agency command to avoid multiple suspects arriving at the same time. Assigned Detectives will assist with workups and identification of suspects prior to the suspects arrival, if applicable.
2. Surveillance/overwatch teams will be set up in the parking lot or in the area of the undercover Detective and provide intel to other assigned personnel.
3. Takedown teams will take suspect into custody when deemed safe to proceed and in an appropriate location.
4. This is an enforcement operation which will be focused on identifying and arresting sex buyers.
5. Sex buyers will be charged with applicable city and or state offenses during this operation.
6. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

C. Child predator operation:

1. Detectives will focus on arresting sexual predators who are looking to traffic and/or engage in sexual activity with underage persons. Ads will be posted on a variety of internet sites commonly used to facilitate child sex, sex trafficking and prostituted persons. The undercover officers and detectives posing as juveniles and/or traffickers will field calls/texts/emails from suspects and set a “date” after an agreement for sexual services is determined.
2. Once a suspect arrives at the meet location, and probable cause has been established, the suspect will be taken into custody by the arrest team(s).
3. This operation is focused on identifying, locating, and arresting child predators for applicable city and or state offenses.
4. The primary Detective will complete a departmental report documenting the encounter in their respective records management system in accordance with their assigned department policy.

VII. COSTS AND ANY REIMBURSEMENT

A. The Parties will be responsible for primary costs associated with implementing this IGA that are incurred by their respective Agencies.

B. In no event shall any Party charge other Parties for any administrative fees for any work performed pursuant to this IGA.

C. The City of Avondale has obtained a grant from DEMA. The grant provides for reimbursement for certain expenses associated with this IGA, including overtime pay, training, and various ancillary costs associated with sex trafficking investigative operations. The grant provisions are set forth in Attachment A, incorporated herein.

D. Each Agency shall provide supporting documentation to the City of Avondale for Agency reimbursements. Agency reimbursement documentation shall be sent to the City of Avondale to the following contacts:

Advocacy Director: Reem George
Southwest Family Advocacy Center Director
2333 N Pebble Creek Pkwy STE A-200
Goodyear, AZ 85395
Office: 623-333-7911
Email: rgeorge@avondaleaz.gov

Finance and Budget: Veronica Martinez
Account Analyst
City of Avondale
11465 West Civic Center Drive, Suite 250
Avondale, AZ 85323
Office: 623-333-2044
Email: vmartinez@avondaleaz.gov

E. Pursuant to the DEMA grant agreement, reimbursement amounts for each task force member, includes the following amounts:

1. Monthly overtime hours worked up to $64,800 for the duration of the grant period
2. Out of state travel for professional development up to $1,600 a year for three years,
3. Out of state travel for case follow-up, up to $1,300 a year for three years.

F. Any Agency request for reimbursement shall be submitted to the City of Avondale in accordance with the following schedule:

PERIOD OF PERFORMANCE	SUBMITTAL OF REIMBURSEMENT DOCUMENTATION DUE DATE
Qtr. 1: July 1 – September 30	Qtr. 1: October 15
Qtr. 2: Oct.1 – Dec.31	Qtr. 2: January 15
Qtr. 3: Jan.1 - March 31	Qtr. 3: April 15
Qtr. 4: April 1 - June 30	Qtr. 4: July 15

VIII. EQUIPMENT

Computers, phones, internet access and any other hardware will be provided by the City of Avondale and will be considered the property of the City of Avondale.

IX. EFFECTIVE DATE, DURATION AND CANCELLATION OF IGA

This IGA shall become effective upon date execution upon the last date it is signed by all Parties and shall remain in effect until December 31, 2025, unless otherwise terminated by the terms of this IGA or operation of law. Failure by one or more Parties to execute the IGA shall not invalidate the IGA as to those Parties who did so. Any Party may withdraw from this IGA with or without cause by giving thirty (30) calendar days written notice to the other Parties to the IGA.

X. SUPERVISON AND WORKER'S COMPENSATION

Pursuant to A.R.S. § 23-1022(D), for the purposes of worker's compensation coverage, all employees of each Party covered by this IGA shall be deemed to be an employee of all Parties. The parent Agency shall be solely liable for payment of worker's compensation benefits. Each Agency shall post a notice required pursuant to A.R.S. § 23- 1022(E). In addition, any volunteer of a Party that is involved in the execution of training, events, or activities pursuant to this IGA shall be considered an employee of that Party pursuant to A.R.S. § 23-901.06 and entitled to benefits pursuant to A.R.S. Title 23, Chapter 6 Worker's Compensation.

XI. Non-Joint Venture

No term or provision in this Agreement is intended to create a partnership, joint venture or agency arrangement between any of the Parties.

XII. Employee Responsibility

Parties acknowledge that under this IGA an employee of one party is not to be considered an employee of another party in regard to rights of County merit, County retirement, or County personnel rules. The parties shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning the party's individual employees and shall save and hold one another harmless with respect thereto.

XIII. NONDISCRIMINATION

No Party shall engage in any form of illegal discrimination. The Parties to this IGA shall comply with all applicable provisions of state and federal non-discrimination laws and regulations which mandates that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunities and all other federal and state employment and educational opportunity laws, rules and regulations, including the Americans with Disabilities Act.

XIV.. INDEMNIFICATION

To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this IGA that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages. The obligations shall survive termination of this IGA.

XV. INSURANCE

Maricopa County is self-insured and can provide a letter of self-insurance for the following upon request.

The following insurance requirements are applicable:

A. Each Party agrees to procure and maintain for the duration of the IGA, insurance against claims for injury to persons or damage to property that may arise from or in connection with this IGA.
B. The insurance requirements contained in this IGA are minimum requirements and in no way limit the indemnity covenants contained in this IGA. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this IGA. The Parties are free to purchase additional insurance as they deem necessary.
C. Minimum Scope and Limits of Insurance: Each Party shall provide coverage with limits of liability not less than those stated below:
   Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Each Occurrence	$1,000,000

D. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this IGA and shall also maintain Employers Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee and $1,000,000 disease policy limit.
E. Notice of Cancellation: Each insurance policy required by the insurance provisions of this IGA shall not be suspended, voided, cancelled, reduced in coverage or in limits without

ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.

F. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to A.R.S. § 11-952.01.

G. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

XVI. GOVERNING LAW

The laws of the State of Arizona shall govern this IGA. Venue will be in the Maricopa County Superior Court. In the event of any litigation or arbitration arising out of this IGA, the substantially prevailing Party in such litigation or arbitration shall be entitled to recover its reasonable attorney fees, expert witness fees and other costs of litigation.

XVII. COMPLIANCE WITH E-VERIFY PROGRAM

To the extent provisions of A.R.S. § 41-4401 are applicable, all Parties warrant to each Party that they will comply with all Federal Immigration laws and regulations that relate to their employees and that each now complies with the E-Verify Program under A.R.S.§ 23-214(A).

A breach of this warranty will be considered a material breach of this IGA and may subject the breaching party to penalties up to and including termination of this IGA.

All the Parties retain the legal right to inspect the documentation of any employee who works pursuant to this IGA or any related subcontract to ensure compliance with the warranty given above.

Any Party may conduct a random verification of the employment records of any other Party to ensure compliance with this warranty.

A Party will not be considered in material breach of this IGA if it establishes that it has complied with the employment verification provisions prescribed by 8 USCA§ 1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Article must be included in any contract either Party enters with any and all of its contractors or subcontractors who provide services under this IGA.

XVIII. NOTICES

Any notice required to be given under this IGA will be provided to all Parties to this IGA. The Task Force Chiefs shall compile a list of each Agency's contact person, address, and phone number and distribute said list to each Party to this IGA. The contact list shall be updated annually.

XVIV. CANCELLATION PROVISIONS PURSUANT TO A.R.S. § 38-511

The Parties reserve all rights that each may have to cancel this IGA for possible conflicts of interest under A.R.S. § 38-511, as amended.

V. OTHER PROVISIONS

The following general agreements are applicable:

A. If any provision of this IGA shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not affect the validity or enforceability of any other provision hereof.
B. This IGA contains the entire understanding between the Parties with respect to the subjects hereof and supersedes all prior negotiations and agreements. This IGA may be amended only by an instrument in writing and signed by all the participating Parties. The waiver of any breach of this IGA shall not be deemed to amend this IGA and shall not constitute waiver of any other subsequent breach. Headings are for convenience and shall not affect interpretation.
C. Each party agrees to comply with A.R.S. §§ 35-393 et seq., if applicable. Nothing within this IGA shall be construed to limit the ability of participating Agency to provide, or as otherwise allowed for by law, such assistance in any enforcement action as may be lawfully requested by a law enforcement officer having jurisdiction over an incident, crime, or matter under consideration.
D. The Parties expressly agree that this IGA is neither intended by any of its provisions to create any right of the public or any member thereof as a third-party beneficiary, nor authorize anyone not a Party to this IGA to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this IGA.
E. Neither this IGA nor any of its rights and obligations, may be transferred or assigned by any Party, without the consent of all Parties.
F. No term or provision in this IGA is intended to create a partnership, joint venture, or Agency arrangement between the Parties.

XVVI. MULTIPLE COUNTERPARTS

This IGA may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Neither a signature for every Party nor a signature line shall be required in each counterpart, except that on a counterpart being brought forward by a Party to its legislative body or equivalent for approval, that particular counterpart shall have to be signed and executed in accordance with that Party's practice. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signatures of all Parties may be physically attached to a single document.

Each Agency shall provide a copy of its fully executed IGA to every other Agency.

[SIGNATURES ON FOLLOWING PAGES]

We, the undersigned, as authorized representative of the named Party and Agency, do hereby approve this document.

IN WITNESS WHEREOF, the parties hereto have executed this IGA as of the date of the last signature set forth below (the "Effective Date").

"Avondale"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Ron Corbin, City Manager
Date: _____

ATTEST:

_____
Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Buckeye"

CITY OF BUCKEYE, an Arizona
municipal corporation

_____
Daniel Cotterman, City Manager
Date: _____

ATTEST:

_____
Buckeye City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"Goodyear"

CITY OF GOODYEAR, an Arizona
municipal corporation

_____
Wynette Reed, City Manager
Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above IGA on behalf of his client and (ii) as to his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

"County"

COUNTY OF MARICOPA, ARIZONA, an Arizona municipal corporation

_____
Clint Hickman, Chairman, Board of Supervisors
Date: _____

ATTEST:

_____
Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above IGA on behalf of her/his client and (ii) as to her/his client only, has determined that the IGA is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
County Attorney

STAFF SUMMARY SHEET

	TO	ACTION	SIGNATURE *(Surname)*, GRADE AND DATE		TO	ACTION	SIGNATURE *(Surname)*, GRADE AND DATE
1	AZDEMA-CFO	COORD	Mr. Jensen Forde Jensen Forde Digitally signed by Jensen Forde Date: 2022.12.08 15:50:34 -07'00'	6			
2	AZDEMA-Gn. Counsel	COORD	Mr. Jeremy Horn Horn, Jeremy Digitally signed by Horn, Jeremy Date: 2022.12.09 10:07:39 -07'00'	7			
3	NGAZ-DAS-COS	Review	LTC Justin Douglas	8			
4	NGAZ-TAG	Approve	MG Kerry L. Muehlenbeck	9			
5				10			

SURNAME OF ACTION OFFICER AND GRADE	SYMBOL	PHONE	TYPIST'S INITIALS	SUSPENSE DATE
Mr. Kyle Matthew	AZDEMA-CPO	(602) 464-6491	EJM	

SUBJECT	DATE
Border Security Fund Agreement- Avondale Police Department, Anti Human Trafficking, SWFAC	20221205

SUMMARY Attachments

1. PURPOSE: Reimburse Avondale Police Department, acting on behalf of the Southwest Family Advocacy Center, for the costs of programs, activities and/or equipment that reduce human trafficking, and that comply with the requirements of Section 26-106, Arizona Revised Statutes.

2. BACKGROUND: General Appropriations Act; 2022-2023; H.B. 2862, 55th Legislature, 2nd Regular Session, Sec. 110

3. DISCUSSION: Avondale Police Department will use these funds to cover operating costs of the Southwest Family Advocacy Center, and contract with the members of the center for services that reduce human trafficking.

4. RECOMMENDATION: NGAZ-TAG approve/sign agreement.

//SIGNED//
KYLE MATTHEW
Chief Procurement Officer
Arizona Department of Emergency and Military Affairs
(602) 464-6491
kyle.matthew@azdema.gov

1 Attachment
1. M22-0052_APD_AHTGF_$499K_SWFAC.pdf

Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

Agreement Type: Agreement
M22-0052

Effective Date: October 1, 2022
Termination Date: December 31, 2025

Agreement Title: The City of Avondale, Anti-Human Trafficking Grant Fund Program, Laws 2022 Chapter 313, Section 110.

CITY OF AVONDALE AGREEMENT ADMINISTRATORS	DEMA AGREEMENT ADMINISTRATOR
The City of Avondale 11465 West Civic Center Drive Avondale, AZ 85323 Contact Name: Ron Corbin, City Manager Phone Number: (623) 333-1016 Email: Citymanager@avondaleaz.gov Avondale Police Department 11485 West Civic Center Drive Avondale, AZ 85323 Contact Name: Reem Nabil George, Director of the Southwest Family Advocacy Center Phone Number: (623) 333-7911 Email: RGeorge@avondaleaz.gov	Arizona Department of Emergency and Military Affairs 5645 East McDowell Road, Building. M5800 Phoenix, AZ 85008 Contact Name: Kyle Matthew, Chief Procurement Officer Phone Number: (602) 464-6491 Email: Kyle.Matthew@azdema.gov

THIS AGREEMENT, (hereinafter referred to as "Agreement") is between the **STATE OF ARIZONA DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS** [hereinafter referred to as "DEMA", a "budget unit" as defined in A.R.S. § 35-101 authorized to contract pursuant to A.R.S. § 26-102] and **THE CITY OF AVONDALE** and the **AVONDALE POLICE DEPARTMENT** [hereinafter referred to together as "City", authorized to contract pursuant to A.R.S. § 9-241]. The City of Avondale for the purposes of this Agreement bears the responsibility of distributing, overseeing, and reporting on the usage of Border Security Fund funds on behalf of the partnering agencies of the **SOUTHWEST FAMILY ADVOCACY CENTER** [hereinafter referred to together as the "Center"]. The purpose of this Agreement is to establish the process for oversight of activities conducted by the Center and reimbursed by DEMA through the City pursuant to Appropriation Legislation 2022-2023, approved by the Governor on June 28, 2022, and authorized in accordance with Laws 2021 Chapter 408, Section 106 to distribute to the City for the purposes outlined in Section 26-106, Arizona Revised Statutes.

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

5636 East McDowell Road
Phoenix, Arizona 85008-3495
(602) 267-2700 DSN: 853-2700

Douglas A. Ducey
GOVERNOR

Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

IN WITNESS WHEREOF, the Parties hereto agree to carry out the terms of this Agreement

Executed this day by the duly authorized officer of the Eligible Entity:

The City of Avondale	Arizona Department of Emergency and Military Affairs
Signature Ron Corbin Ron Corbin (Jan 24, 2023 08:03 MST)	**Signature**
Printed Name **Ron Corbin**	**Printed Name** **Major General Kerry L. Muehlenbeck**
Title **City Manager** **Date** Jan 24, 2023	**Title** **The Adjutant General** **The above referenced Agreement is hereby executed this** 4th **Day of** February, **20** 23

Avondale Police Department
Signature Memo Espinoza Memo Espinoza (Jan 24, 2023 08:16 MST)
Printed Name **Memo Espinoza**
Title **Chief of Police** **Date** Jan 24, 2023

ATTEST:

CITY OF AVONDALE INCORPORATED DEC. 16 1946 ARIZONA

Douglas A. Ducey
GOVERNOR

STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS

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Major General Kerry L. Muehlenbeck
THE ADJUTANT GENERAL

AGREEMENT TERMS

1. Recitals: The purpose of this Agreement is to define the terms under which DEMA will provide funds to the City for programs, equipment, and/or activities that reduce human trafficking and that comply with Section 26-106, Arizona Revised Statutes, conducted by the Center to be reimbursed by DEMA.

1.1 The City, as the signatory to this Agreement on behalf of other law enforcement agencies cooperating on behalf of the Center, is solely responsible for the usage of Border Security Funds. Once DEMA transfers the funds under this Agreement to the City, the City is solely responsible for overseeing the funds, including any further disbursement to other law enforcement-related agencies that partner with the City, and reporting to DEMA on the usage of these funds. If the City further disburses these funds to another law enforcement-related agency, including the Center, following the initial fund transfers from DEMA, the City shall retain responsibility for any necessary information or documentation relating to the spending of these funds be made available to DEMA upon request. The City shall be DEMA's primary point of contact for any issues or information related to this Agreement or the funds transferred under it.

2. Definitions: The Parties agree to expeditiously initiate and complete the Scope of Work under this Agreement. The Parties warrant, represent and agree that they, their employees, and representatives will comply with all applicable provisions provided herein. The following definitions shall apply to the terms used in this Agreement, except where the context necessarily requires otherwise.

2.1. "A.R.S." means Arizona Revised Statutes.

2.2. "Agreement" means the terms and conditions of this Agreement between the State of Arizona Department of Emergency Management and Military Affairs (STATE) and The City of Avondale and the Avondale Police Department together (The City), and its addendums: Scope of Work, (Addendum A), Price Sheet (Addendum B), and Budget and Justification (Addendum C), constitute the entire Agreement between the Parties and supersede other understandings, oral or written.

2.3. "City" means The City of Avondale and the Avondale Police Department together, unless context requires that they be treated as separate entities. Unless treated as separate entities, The City of Avondale and the Avondale Police Department shall be treated as a single Party to this Agreement, and shall jointly have, exercise, and be responsible for the same rights and obligations under this Agreement.

2.4 "FY" means State Fiscal Year.

2.5. "Party" and/or "Parties" means DEMA and/or The City of Avondale.

2.6. "Project" means activities conducted within Scope of Work and from Border Security funds.

2.7. "State" means the State of Arizona.

2.8. "Southwest Family Advocacy Center," "SWFAC" and/or "Center" means the organization cooperatively formed by the City of Avondale, the Town of Buckeye, the City of Goodyear, and the County of Maricopa, Arizona.

3. Access to Information: Subject to statutory confidentiality requirements of the State of Arizona, the Parties to this Agreement shall have full, complete, and equal access to data and information prepared under this Agreement on a no-charge basis.

4. Amendment: This Agreement, excluding Addendums, may be modified only by written Amendment signed and dated by authorized representatives of each signatory (treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose) to this Agreement. Amendments to this Agreement shall be executed with the same formalities as this Agreement and become effective upon the dated signature of the last signatory (again, treating The City of Avondale and the Avondale Police Department as separate signatories for this purpose). Executed copies of any Amendment shall be provided to each signatory.

4.1. Addendum Amendments: Addendums to this Agreement may be amended or modified, as necessary, only by the Parties' authorized contracting and procurement officers.

5. Budget: The amount of $499,925.99 was appropriated in FY2023 and transferred to the Border Security Fund for deposit in the Anti-Human Trafficking Grant Fund effective October 1, 2022. DEMA shall make payment for services or reimbursement within thirty (30) days after receipt of valid invoices and supporting documentation from the City. Payments shall be made by electronic funds transfer in lieu of a State warrant whenever possible. Funds provided by DEMA to the City under this Agreement shall be used only for the purposes identified in this Agreement. Funds provided by DEMA to the City under this Agreement shall not be used to supplant Federal, State, County or local funds that would otherwise be available to the City for the purposes identified in this Agreement and shall be used to supplement funds already available to the City for the purposes identified in this Agreement.

6. Non-Availability of Funds: Pursuant to A.R.S. § 35-154(A), every payment obligation under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by either Party at the end of the period for which funds are available. No liability shall accrue to either Party in the event this provision is exercised, and the Parties shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. Payment Mechanism: Payment shall be made within thirty (30) days after receipt of a valid invoice and supporting documentation.

8. Conflict Resolution Procedures:

8.1. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

8.2. In the event of any judicial proceeding related to this Agreement the Parties agree that venue shall be proper in Maricopa County, Arizona.

8.3. The Parties to this Agreement agree to resolve all disputes arising out of or relating to this Agreement through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518 except as may be required by other applicable statutes.

9. Assignment: Neither Party may assign rights hereunder without the other Party's express, written, prior consent.

10. Conflict of Interest: Either Party may cancel this Agreement for conflict of interest in accordance with the termination terms of this Agreement, without penalty or further obligation, pursuant to A.R.S. § 38-511.

11. Agreement Term: The term of this Agreement shall be from October 1, 2022, December 31, 2025.

12. Effective Date: This Agreement shall become effective upon the date of the last signatory's signature

13. Notices, Correspondence, Reports:

13.1. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following persons at the following addresses: Notices and correspondence (except for correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement) shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	**Name: Darlene Quihuis**
Title: Director of the Southwest Family Advocacy Center	**Title: Assistant Director**
Phone: (623) 333-7911	**Phone: (602) 464-6454**
Email: RGeorge@avondaleaz.gov	**Email: Darlene.Quihuis@azdema.gov**

13.2. Correspondence relating to the execution of the Agreement, clarification of this Agreement, and Amendments to this Agreement shall be sent to:

For The City of Avondale:	For DEMA:
Name: Reem Nabil George	**Name: Kyle A. Matthew**
Title: Director of the Southwest Family Advocacy Center	**Title: Chief Procurement Officer**
Address: 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, AZ 85395	**Address: 5645 East McDowell Road, Building M5800, Phoenix AZ 85008**
Phone: (623) 333-7911	**Phone: (602) 464-6491**
Email: RGeorge@avondaleaz.gov	**Email: Kyle.Matthew@azdema.gov**

13.3 Reports and deliverables shall be sent in accordance with the Scope of Work, Reporting Requirement & Deliverables.

13.4. Either Party to this Agreement may designate a new contact by delivering written notice to all other signatories in accordance with these notice requirements.

14. Ownership of Information: Both Parties retain title to all documents, reports, data, and other materials prepared as a part of the Project. DEMA and The City shall have full and complete rights to reproduce, duplicate, disclose, perform, and otherwise use all information prepared under this Agreement.

15. Project Review: It is the responsibility of the City to coordinate with DEMA regarding the progress of the Project as defined in the Scope of Work and related attachments. DEMA may request in writing, at its discretion, written progress updates, which the City shall provide to DEMA within 15 calendar days of DEMA's request.

16. Severability: The provisions of this Agreement are severable to the extent that any provision or application to be invalid shall not affect any other provision or application of the Agreement, which shall remain in effect without the invalid provision or application.

17. Termination:

17.1. DEMA or the City may terminate this Agreement at any time, with or without cause, after giving 30 days written notice of termination to DEMA or the City, as appropriate. The notice shall specify the effective date of termination. Any deviation or failure to comply with the purposes and/or conditions of this Agreement by the City without written permission from DEMA may constitute cause for DEMA to terminate this Agreement.

17.2. In the event the Agreement is terminated, the City shall deliver all financial and programmatic records, supporting documents, statistical records, electronic data, and other related records. All records and documents of both Parties shall be maintained and available for access in accordance with A.R.S. §§ 35-214, 39-101, 41-151 and any other State or local rule or regulation. Repayment to DEMA of a portion or full payment received by the City may be required.

17.3. Upon notice of termination of this Agreement, the Parties will cooperate and work diligently to prepare a transition plan to include a transition schedule and circumstances for transfer of deliverables including, but not limited to, records, funds (both unexpended and any previously expended funds that may have been spent in violation of the purposes and conditions of this Agreement), and compliance with closing auditing requirements to be performed at the City's expense.

18. Indemnification: Each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Parties (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The State of Arizona is self-insured per A.R.S. § 41-621.

In addition, should the City utilize contractor(s), the City's contract with each such contractor shall (a) include the following language: (b) require that the following language be included by the contractor in all its subcontracts; and (c) require the contractor to require all its subcontractors include the following language in their contracts with all of their subcontractors:

> To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless The City of Avondale, DEMA and the State of Arizona, and any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and its departments, agencies, boards, commissions, universities , officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to

be caused, in whole or in part, by the negligent or willful acts or omissions of the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by such contractor from and against any and all claims. It is agreed that such contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. Additionally, on all applicable insurance policies, the Contractor and its subcontractors shall name The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds and also include a waiver of subrogation in favor of The City of Avondale, the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees.

19. E-Verify: To comply with A.R.S. § 41-4401(A), each Party hereby warrants its compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). If either Party uses contractors in performance of this Agreement, the contractors shall warrant their compliance with federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination of this Agreement. Each Party retains the legal right to inspect the papers of any contractor or subcontractor employee who works on the Agreement to ensure that the contractor or subcontractor is complying with this warranty.

20. Waiver: The waiver or failure to enforce any provision of this Agreement will not operate as a waiver of any future breach of any such provision or any other provision hereof.

21. Non-Discrimination: Pursuant to Title 41, Chapter 9, Article 4 of the A.R.S. and Executive Order 2009-09, the City shall provide access to equal employment opportunities for all persons, regardless of race, color, religion, sex, age, national origin, or political affiliation, and to all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Parties shall take affirmative action to ensure that applicants for employment and employees are treated without regard to race, age, color, religion, sex, or national origin and in compliance with the Americans with Disabilities Act.

22. Implied Consent Terms: Each provision of law and any terms required by law to be in this Agreement are a part of this Agreement as if fully stated in it.

23. Record Keeping Requirements: Pursuant to A.R.S. §§ 35-214 and 35-215, the Parties shall retain all data, books, accounts and other records ("records") relating to this Agreement for a period of five years after completion of the Agreement, after any litigation, claim, negotiation, audit, cost recovery, or action involving the records has been completed or from the date of complete resolution of any dispute and any applicable appeals, unless a longer period is required by statute or rule. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, either Party shall produce the original of any or all such records.

24. Lobbying: Upon signature of this Agreement, the City shall disclose all lobbying activities to DEMA to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The City shall implement and maintain adequate controls to ensure that monies paid this Agreement shall not be used for lobbying.

25. Antitrust Recovery: The City assigns to DEMA any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services supplied by third parties to the City toward fulfillment of this Agreement.

26. Compliance with Laws. The City agrees to comply with all state and local laws and regulations applicable to the terms and conditions of this Agreement including but not limited to State of Arizona Accounting Manual (SAAM) and State and local procurement codes; whichever is more restrictive will apply.

Douglas A. Ducey
GOVERNOR

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ADDENDUM A
SCOPE OF WORK

1. **Project Title:** The City of Avondale, Anti-Human Trafficking Grant Fund Program.

2. **Project Timeline:** October 1, 2022 to December 31, 2025.

3. **Purpose:**

   a. Reimburse The City of Avondale, acting on behalf of the Southwest Family Advocacy Center (SWFAC), for costs associated with programs, equipment and/or activities that reduce human trafficking, and that comply with the requirements of Section 26-106 Arizona Revised Statutes.

4. **Tasks:**

   a. Purchase supplies in accordance with the budget approved by DEMA.
   b. Appoint, train, equip and reimburse Avondale Detective, Police Crime Analyst and Sergeant in positions at the Center, in accordance with the budget approved by DEMA.
   c. Make reservations for and reimburse SWFAC personnel travel costs for human-trafficking training conferences, and for out-of-state travel for investigation and case follow-up.
   d. Copies of all contracts are to be provided to DEMA upon request.

5. **Cost**
   a. Not to exceed $499,925.99**.**

6. **Reporting Requirements and Deliverables:**

Timeframe	Deliverable	Description	Due Date	Send To:
Quarterly	Financial Expenditure Report	Provide an accurate and detailed expenditure report with backup documentation. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

Timeframe	Deliverable	Description	Due Date	Send To:
Final	Financial Summary Report	Provide an accurate and detailed expenditure financial summary report of project period.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Quarterly	Programmatic Report	Provide a progress report of all Border Security Fund activities & metrics by the jurisdiction during the reporting period. **Period of Performance**: **Qtr. 1:** July 1 – Sept. 30 **Qtr. 2:** Oct.1 – Dec.31 **Qtr. 3:** Jan.1 - March 31 **Qtr. 4:** April 1 - June 30	**Qtr. 1:** Oct. 15 **Qtr. 2:** Jan. 15 **Qtr. 3:** April 15 **Qtr. 4**: July 15 In the event that the 15th falls on a weekend or holiday, it is due the next business day.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov
Final	Programmatic Report	Provide a final report to include a summary narrative of annual accomplishments and metrics.	Due 30 Days after the end of the period of performance or completion of the Project.	Grants.border@azdema.gov with a copy to: Dema.Finance@azdema.gov

7. Additional Requirements:

a. Ensure all procurement of goods and services are following established applicable procurement law and the City's written policies and procedures. All procurement transactions shall be conducted in a manner to provide to the maximum extent practical, open, and free competition.

b. All Border Security funds must be accounted for by the City in writing and in compliance with the State of Arizona Accounting Manual (SAAM), available at https://gao.az.gov/publications/saam.

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ADDENDUM B
PRICE SHEET

Budget October 1, 2022, to December 31, 2025

ACCOUNT CLASSIFICATION	AMOUNT
Personnel	$201,780.00
Fringe	$4,056.00
Travel	$12,300.00
Equipment (Not Applicable)	$0
Supplies	$30,140.00
Contractual	$251,649.99
Other (Not Applicable)	$0
Total Direct Costs	**$499,925.99**
Administration (Not applicable)	$0
TOTAL (Not to Exceed)	**$499,925.99**

With prior written approval, the City is authorized to transfer up to a maximum of 10% of the total budget amount between line items. Transfers of funds are only allowed between funded line items. Transfers exceeding 10% or to a non-funded line item shall require a DEMA review and amendment to the Price Sheet, Addendum B.

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ADDENDUM C
BUDGET AND JUSTIFICATION
October 1, 2022, to December 31, 2025

A. Personnel:

Position (1)	Name (2)	Annual Salary/Rate (3)	Level of Effort (5)	Total Salary (6)
Avondale Detective, 30 hours of overtime work/month	TBD from among current ICAC/sex crimes detectives	$21,600.00/year x 3 years	100%	$64,800.00
Part-time Police Crime Analyst, 20 hours/week	TBD	$40,560.00/year x 3 years	100%	$121,680.00
Police Sergeant, 5 hours/month	TBD from among current sergeants at the advocacy center	$5,100.00/year x 3 years	100%	$15,300.00

TOTAL PERSONNEL REQUEST	**$201,780.00**

JUSTIFICATION:

This funding will cover personnel costs for three years of a part-time crime analyst, an Avondale detective located at the Center, and an Avondale detective located at the Center. The analyst will have at least four years of experience as a crime and intelligence analyst and a bachelor's degree from an accredited university specializing in criminal justice or a related field. The analyst will meet and communicate regularly with the team and provide assistance, analysis and reports to the task force.

The Avondale detective will be a seasoned Internet Crimes Against Children (ICAC) detective located at the Center and will perform operations such as undercover stings and investigations during overtime hours dedicated to the prevention of human trafficking.

The Avondale sergeant will perform supervision and assistance with task force activities.

Utilizing current ICAC and sex crimes detectives (for Avondale and sub-contractors- Buckeye, Goodyear, and MCSO) brings the benefit of utilizing online investigations techniques, and advanced forensic interview experience learned through their current positions.

Having all detectives located at the same facility allows for better communication and coordination for the task force and any activity relating to undercover operations. In addition, utilizing overtime for current detectives allows the four agencies time to get the project started immediately. This will enable the four agencies to arrange for more permanent solutions beyond the project timeline, and plan more strategically.

B. Fringe Benefits:

Position (1)	Name (2)	Rate (3)	Total Salary (5)	Total Fringe (6)
Police Crime Analyst	TBD	$1,352.00/year x 3 years.		$4,056.00

TOTAL FRINGE REQUEST	**$4,056.00**

JUSTIFICATION:

Funding will provide for annually accrued sick leave only for Avondale Police Crime Analyst.

C. Travel:

Purpose (1)	Destination (2)	Item (3)	Calculation (4)	Travel Cost (5)
Professional Development Conference for one detective and one crime analyst.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	$1,600.00 x 2 Persons x 3 Years	$9,600.00
Out-of-state travel for one Avondale detective for case investigation and case follow-up.	TBD	Transportation, Airfare, Registration, Lodging and per diem.	$1,350.00 x 2 Years	$2,700.00

TOTAL TRAVEL REQUEST	**$12,300.00**

JUSTIFICATION:

One detective and one part-time analyst assigned to the Center will attend one training per year for two years focused on human trafficking investigations and operations, as well as professional development. Professional development resources are designed to provide intensive training for detectives, enabling them to network with their peers nationally while providing them with the necessary knowledge of emerging trends and investigative techniques.

The out-of-state travel for detectives will permit them to follow-up on leads and interview witnesses for their investigations.

D. Equipment (Over $5,000 per item): Not Applicable

E. Supplies: (Items Costing Less Than $5,000.00 per unit)

Item(s) (1)	Rate (2)	Cost (3)
12 Burner phones	$50/Phone x 3 phones/detective x 4 detectives	$600.00
5 Computers not affiliated with any city for undercover operations- four detectives and one analyst	$1,000.00/computer x 5 computers	$5,000.00
Callyo law enforcement mobile app installed on the burner phone for each detective	$45/month x 12 months x 3 years x 4 detectives	$6,480.00

Marinus Analytics "Traffic Jam" software licensing fees	$2,300.00 x 3 years	$6,900.00
24 Hotel stays for undercover operations	$150/day x 2-day operations x 4 operations x 3 years	$3,600.00
Online dating app subscriptions for each detective, two apps per month	$20/app x 2 apps/detective x 4 detectives x 36 months	$5,760.00
Training brochures- including impressions and prints for first responder training	$1,800 for the project timeline	$1,800.00

TOTAL REQUEST	**$30,140.00**

JUSTIFICATION:

These supplies will enable detectives to work efficiently and utilize mobile applications and online forums for their undercover investigations. Callyo will provide detectives with the capability of investigating human trafficking cases online, while Traffic Jam will provide a task force with a report containing tips on potential leads on human trafficking activities in their cities.

Hotel rentals will allow detectives to conduct operations to identify potential trafficking victims. Subscriptions for dating sites assist detectives with communicating with potential victims and setting up "dates" for rescue operations.

Brochures will be printed, widely dispersed throughout the four agencies and used as a resource for first responders.

F. Contractual:

Name (1)	Service (2)	Rate (3)	Cost (4)
Buckeye Police Department	1 Buckeye detective to provide 36 months of overtime work at 30 hours per month to perform investigation and undercover operations.	$60/hour x 30 hours/month x 36 months	$64,800.00
Buckeye Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Buckeye detective to attend an annual professional development conference for three years.	$1,600.00 x 3 years	$4,800.00
Buckeye Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Buckeye detective for case investigation and case follow-up.	$1,350.00 x 2 years	$2,700.00
Buckeye Police Department		**Subtotal**	**$72,300.00**
Goodyear Police Department	1 Goodyear detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations.	$60/hour x 30 hours/month x 36 months	$64,800.00
Goodyear Police Department	Ground transportation, airfare, registration, lodging and per diem pay for 1 Goodyear detective to attend an annual professional development conference over three years	$1,600.00 x 3 years	$4,800.00
Goodyear Police Department	Ground transportation, airfare, lodging and per diem pay for out-of-state travel for 1 Goodyear detective for case investigation and case follow-up.	$1,350.00 x 2 years	$2,700.00

Name (1)	Service (2)	Rate (3)	Cost (4)
Goodyear Police Department		**Subtotal**	**$72,300.00**
Maricopa County Sheriff's Office (MCSO)	1 MCSO Detective to provide 36 months of overtime work at 30 hours per month to perform investigations and undercover operations	$60/hour x 30 hours/month x 36 months	$64,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, registration, lodging and per diem pay for 1 MCSO detective to attend an annual professional development conference over three years.	$1,600.00 x 3 years	$4,800.00
Maricopa County Sheriff's Office (MCSO)	Ground transportation, airfare, lodging and per-diem pay for out-of-state travel for 1 MCSO detective for case investigation and case follow-up.	$1,350.00 x 2 years	$2,700.00
Maricopa County Sheriff's Office (MCSO)		**Subtotal**	**$72,300.00**
Dr. Dominique Roe-Sepowitz, ASU	Training for all first-responders for the four partner agencies	$650.00/training x 15 trainings	$9,750.00
Dr. Dominique Roe-Sepowitz, ASU	Annual evaluation of data, analysis and report.	$8,333.33 x 3 years	$24,999.99
Dr. Dominique Roe-Sepowitz, ASU		**Subtotal**	**$34,749.99**

TOTAL CONTRACTUAL REQUEST	**$251,649.99**

JUSTIFICATION:

The sub-grantees, Buckeye, Goodyear and MCSO will perform the same duties as the Avondale detective, enabling them to investigate potential trafficking cases, coordinate efforts with one another, and create the human trafficking task force, among other activities.

Funds for training will be used to train all first responders. The annual evaluation will compile data in a report for future permanent funding of human trafficking operations and will be used to show the community's needs.

The contract with Mrs. Roe-Sepowitz will provide training for staff and law enforcement officers at various locations in the west valley to accommodate all four law enforcement agencies totaling five training sessions per year for three years (15 total training sessions X $650 a day, federal rate), for a total of $9,750. The training sessions for first responders will include the following:

400 Officers
45 Center staff
75 Dispatchers
250 Fire personnel
50 Other direct service staff
100 Other law enforcement partners

Mrs. Roe-Sepowitz will gather and evaluate data from the previous year, including the number of crime victims served, the number of investigations completed, the number of cases submitted for prosecution, gaps in service, demographics of victims, and defendants and any recommendation for additional services and any other relevant information that will be presented in a report annually to the Steering Committee. The cost for the collection of data and report writing per year is $8,333.33 x 3 years, totaling $24,999.00.

G. Other: Not Applicable

H. Total Direct Charges:

TOTAL DIRECT CHARGES	**$499,925.99**

I. Administration: Not Applicable

J. Total Project Costs:

TOTAL REQUEST- TOTAL PROJECT COSTS (Sum of Total Direct Costs and Admin Costs)	**$499,925.99**

K. BUDGET SUMMARY:

Category	Year 1	Year 2*	Year 3*	Total Project Costs
Personnel	$67,260.00	$67,260.00	$67,260.00	**$201,780.00**
Fringe	$1,352.00	$1,352.00	$1,352.00	**$4,056.00**
Travel	$4,550.00	$4,550.00	$3,200.00	**$12,300.00**
Equipment				
Supplies	$14,980.00	$7,580.00	$7,580.00	**$30,140.00**
Contractual	$85,233.33	$85,233.33	$81,183.33	**$251,649.99**
Other				
Total Direct Charges	$173,375.33	$165,975.33	$160,575.33	**$499,925.99**
Administration				
Total Project Costs	**$173,375.33**	**$165,975.33**	**$160,575.33**	**$499,925.99**

*FOR FUTURE REQUESTED YEARS

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.C. PD - Intergovernmental Agreement between the City of Buckeye, the City of Avondale, the City of Goodyear and Maricopa County concerning the operation of the Southwest Family Advocacy Center.
DATE PREPARED: 03/18/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 10-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona, Maricopa County Sheriff's Office pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.

SUMMARY

PROJECT DESCRIPTION:
Approving the IGA between the City of Avondale, City of Goodyear, City of Buckeye, and Maricopa County will govern the use of the Southwest Family Advocacy Center to provide integrated services to children, families, and victims of domestic violence. The IGA will allow for the Center to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence.

BENEFITS:
The City of Buckeye partnering with the City of Goodyear, City of Avondale, and Maricopa County provides multiple resources for children and families requiring services such as more efficient and specialized medical and mental health services and referrals; accessible, comprehensive, and integrative victim services.

FINANCIAL IMPACT STATEMENT:
City of Buckeye total cost for the Southwest Family Advocacy Center (SWFAC) is $300,000 per year.

CURRENT FISCAL YEAR TOTAL COST:
$300,000

BUDGETED:
Yes

FISCAL YEAR:
2024

Items related to a project or facility location must include an attached vicinity map for Council

Review.
ATTACHMENTS:
2023 IGA Regarding the SWF Advocacy Center(21670.2) (002).docx
Resolution No. 10-24 IGA SWFAC Avondale Goodyear MCSO.docx

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE, THE CITY OF BUCKEYE, THE CITY OF GOODYEAR AND THE MARICOPA COUNTY ACTING THROUGH THE MARICOPA COUNTY SHERIFF'S OFFICE

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is entered into on the date of the last signature below, by and between the City of Avondale, an Arizona municipal corporation ("Avondale"), the Town of Buckeye, an Arizona municipal corporation ("Buckeye"), the City of Goodyear, an Arizona municipal corporation ("Goodyear") and Maricopa County, Arizona, an Arizona municipal corporation, acting by and through the Maricopa County Sheriff's Office ("Maricopa") (each referred to individually as a "Partnering Agency" and collectively identified as the " Partnering Agencies") to provide integrated services to children and families.

RECITALS

WHEREAS, the Partnering Agencies have authority to enter into the Agreement pursuant to ARIZ.REV. STAT.§ 11-952.

WHEREAS, the Partnering Agencies have entered into past Intergovernmental Agreements and amendments concerning the operation of a domestic violence victim advocacy center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona (the "Center") for the provision of services to and for child and adult victims of physical abuse, sexual abuse and domestic violence.

WHEREAS, pursuant to past Intergovernmental Agreements and amendments, the Partnering Agencies agreed that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

WHEREAS, the Partnering Agencies desire to continue the shared use and operation of the Center to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters (the "Services).

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Partnering Agencies agree as follows:

1. Purpose & Intent of Agreement.

1.1. The Partnering Agencies intend to provide on-site agency collaboration related to the Services at the Center.

1.2. This Agreement provides for the operation and funding of the Center and supersedes all agreements previously entered into for the operation of the Center.

1.3. Avondale shall act as the overall day-to-day manager of the Center subject to the guidance of the Steering Committee (as defined in section 2 below).

2. Center Governance and Operations.

2.1. **Steering Committee**. The established Steering Committee shall serve as the governing body of the Center. The Steering Committee shall consist of the Avondale Police Chief, the Buckeye Police Chief, the Goodyear Police Chief and the Maricopa County Sheriff's Office Bureau Chief (the "Steering Committee").

2.2. **Chairperson**. During FY 2023-24, the Avondale Police Chief shall serve as chairman of the Steering Committee. Thereafter, at the first meeting of each fiscal year (July 1 through June 30), the Steering Committee chairperson position shall rotate among the partners (Buckeye, Goodyear, Maricopa and Avondale, in that order).

2.3. **Responsibilities**. As the governing body of the Center, the Steering Committee shall (1) review and approve any capital improvement plan for the Center, (2) review and approve the annual Center Operation and Maintenance Budget for the period July 1 through June 30 or portion thereof for each year of operation, by February 1st for the following fiscal year, (3) review and approve the Center Operations Manual, and any amendments thereto, and (4) conduct all other duties and responsibilities necessary for the operation of the Center.

2.4. **Meetings.** The Steering Committee will meet as necessary, but not less than quarterly. Meetings will be scheduled on not less than 30 days' written notice to each Partnering Agency, except upon consent of all the members of the Steering Committee. The Center Director will attend Steering Committee meetings as a non-voting member. Steering Committee members may appoint alternates who may attend Steering Committee meetings but who shall not have a vote except in the absence of the respective Steering Committee member. The Center Director shall develop the meeting agenda, preside at and conduct all meetings of the Steering Committee. As soon as possible after each meeting, a copy of the minutes shall be provided to each of the Steering Committee members.

2.5. **Voting Authority.** Members of the Steering Committee shall vote on all items based on one vote per Steering Committee member. Except in the case of a tie, in which the Steering Committee Chairman will have two votes. In the case of the absence of a Steering Committee member, an appointed alternate shall have the right to vote on behalf of the respective Partnering Agency. A Steering Committee member may not designate another Steering Committee member to be his/her proxy for voting purposes. Before any action or decision of the Steering Committee is taken or made, the members

present shall have the opportunity to discuss their respective Partnering Agency's positions or opinions on matters before the Steering Committee.

2.6. **Center Director.** The "Center Director" shall be an Avondale employee, appointed by and serving at the pleasure of the Avondale City Manager, as provided herein. The Center Director's salary and benefits shall be paid for out of the Center Operations and Maintenance Budget. The members of the Steering Committee will participate in the selection process of the Center Director and will make a recommendation to the Avondale City Manager regarding selection of the Center Director. After considering recommendations from the Steering Committee members participating in the selection process, the Avondale City Manager will select the Center Director. The Steering Committee may make recommendations to Avondale regarding the Center Director's performance at the time when Avondale is preparing to conduct the Center Director's evaluation. Avondale agrees to consider the Steering Committee's recommendations in conducting the Center Director's performance evaluation and, in addition, Avondale may use additional criteria in evaluating the Center Director's performance for the year. If the Center Director's position becomes vacant while this Agreement is in effect, Avondale agrees to provide an interim Center Director and to recruit and select a new Center Director as outlined herein. All cost for recruitment and selection for the position of Center Director shall be paid for by the Center Operation and Maintenance Budget.

2.7. **Responsibilities**. The Center Director will be primarily responsible for implementing the decisions of the Steering Committee and for overseeing the day-to-day operations of the Center. Through the Steering Committee's annual review and approval of the annual budget for the Center, the Steering Committee will establish priorities for the Center Director for the upcoming year as they relate to the Center.

2.8. **Center Operations**. Avondale, acting by and through the Center Director shall serve as the day-to-day manager of the Center. The Center Director shall have the responsibility to maintain the Center in good condition and repair as outlined in the lease agreement and for overseeing the maintenance and repair of the Center by the property owner. Avondale shall develop facility management contracts with vendors and oversee the procurement of emergency repairs for the Center, as required. Emergency repairs will be defined as those repairs that are immediately necessary to protect buildings, facilities and grounds from further damage and to keep the Center functional. The Center Director along with the Avondale Police Department Budget Manager shall establish and maintain accounts and records, including personnel, property, financial, project management, and other records as required by Avondale and consistent with generally accepted accounting principles to ensure proper accounting for all ongoing operating and maintenance costs.

2.9. **Operations Manual**. The Center Director will continue to maintain and update, subject to the Steering Committee’s approval, the Center Operations Manual to address matters relating to (1) scheduling procedures, (2) policies, procedures and practices for day-to-day (or otherwise necessary and beneficial to the) operations of the Center, (3) the staffing and organizational structure of the Center, (4) policies, procedures, practices,

terms and rental fees, if any, for use of the Center by non-participating agencies,(5) Partnering Agency responsibilities when using the Center, (6) general guidance for the Center Director's professional operation and management of the Center and (7) any other matters deemed necessary or beneficial by the Center Director and Steering Committee.

2.10. **Quarterly Reports**. The Center Director shall provide each Partnering Agency with a quarterly update outlining each Partnering Agency's usage for the quarter and cumulative total for the current year. The quarterly update shall include usage from Partnering and non-partnering agencies, as well as information related to the administration, leadership, budget, donations, personnel, training and community outreach conducted during the quarter. Quarterly updates shall be presented to the Steering Committee for approval.

3. Finances and Budget.

3.1. Each Partnering Agency shall contribute toward the annual operating, maintenance and repair cost of the Center ("O&M Costs") in equal shares, as more fully set forth herein.

3.2. The Center Director and the Avondale Police Department Budget Manager will develop an estimated annual Center operations and maintenance budget for review by the Partnering Agencies by November 15th of each year. The Steering Committee shall adopt and approve a final operations and maintenance budget for the following fiscal year, no later than February 1st of the current fiscal year. The operations and maintenance budget shall include all annual operating, maintenance, and repair costs for the Center, including, but not limited to, (1) authorized personnel salaries and benefits, (2) services and supplies including, but not necessarily limited to, utilities, office supplies, maintenance supplies, contractual services, (3) expenditures related to repair and maintenance of the Center facility, (4) liability insurance as set forth in this agreement and (5) all other expenditures approved by the Steering Committee.

4. Partnering Agency Obligations.

4.1. Each Partnering Agency shall bear, at its own expense, the operating, repair, and maintenance costs incurred solely for the benefit of each respective Partnering Agency (i.e., Partnering Agency provided office furniture and equipment used by the respective Partnering Agency). Each Partnering Agency will acquire, hold or dispose of the personal property housed at the Center and necessary to operate its respective portion of the Center (i.e., computers, printers, etc.).

5. Center Fund.

5.1. All Center accounts are subject to oversight and control of the Steering Committee. Avondale will administer the financial activities of the Center as a revenue fund (the "Center Fund") in accordance with generally accepted accounting principles. All monies received by the Center, including each Partnering Agencies' proportionate share

of the O&M Costs, shall be deposited into the Center Fund. Expenditures from the Center Fund over $5,000 require the approval of the Steering Committee. The Center Fund will receive and separately account for all income belonging to the Center, including outside rental income, if any. All monies not expended in the Center Fund will remain the property of the Center Fund and roll forward into the next fiscal year for expenditure in accordance with the provisions herein. Any interest earned on the monies in the Center Fund, after deducting applicable bank charges, must be credited to the Center Fund. Nothing in this Agreement will act as an abrogation of the budgeting and appropriation authority of the legislative and/or governing bodies of the respective Partnering Agencies.

6. Joint Use Purchases.

6.1. All property items (i.e. furniture, equipment, supplies and furnishings) authorized by the Steering Committee to be jointly purchased for use by the Partnering Agencies shall be considered "Joint Use Items."

6.2. The cost for Joint Use Items shall be shared equally by the Partnering Agencies and shall be paid for out of the Center Fund.

6.3. All Joint Use Items shall be considered property of the Center and shall not be removed from the Center by a Partnering Agency. Avondale, as the day-to-day operator of the Center, shall not dispose of or otherwise convert any such Joint Use Items without the consent of the Steering Committee.

6.4. Subject to the termination provisions set forth in Section 18 below, all Joint Use Items shall be held by Avondale for the benefit of and use by all Partnering Agencies.

7. Reimbursement.

7.1. Each Partnering Agency shall reimburse the Center for the costs of repair of damage to the Center beyond ordinary wear and tear, caused by the Partnering Agency.

7.2. The Center Director shall (1) determine the costs of repair and a preliminary determination as to whether such repairs are beyond ordinary wear and tear and (2) report such determinations to the Steering Committee, which shall be the final decision maker as to whether the costs are to be assessed to a Partnering Agency.

7.3. If the Steering Committee disagrees with the Center Director's determination, the costs shall be paid from the Center Fund.

7.4. This provision does not apply to claims covered under any property coverage or insurance.

8. Utilities; Telephone Service.

8.1. Each party to the Agreement shall pay its pro rata share of all reasonable charges for water, natural gas and electricity consumed at the Center.

9. Invoices.

9.1. Avondale, acting by and through the Center Director, shall invoice each Partnering Agency at least annually for its proportionate share of O&M Costs, by July 30th for each following fiscal year.

9.2. For purposes of municipal budgeting and planning purposes, an estimate of the proportionate share for the following fiscal year will be provided to each Partnering Agency not later than February 1st of each year.

10. Term.

10.1. This Agreement shall remain in full force and effect from July 1, 2023 through June 30, 2026 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement shall automatically renew for three successive three-year terms (each a "Renewal Term") thereafter until the Partnering Agencies terminate this Agreement pursuant to the terms and conditions contained herein. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

11. Indemnification.

11.1. To the extent permitted by law, each Party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other Party and its officials, officers, employees, volunteers and agents (collectively, "Indemnitees") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If a Claim or Claims by third parties become subject to this indemnity provision, the Parties to this Agreement that are the subject of such Claim or Claims shall expeditiously meet to discuss a common and mutual defense, including possible proportionate liability and payment of possible litigation expenses and damages.

11.2. These obligations shall survive termination of this Agreement.

11.3. In the event of any lawsuit that names the Center or more than one Partnering Agency as a defendant ("Defendant Party" or "Defendant Parties"), the Defendant Parties shall seek to secure an allocation of comparative negligence among themselves where appropriate and each Defendant Party shall provide contribution to each other Defendant Party to the extent of the comparative allocation.

12. Insurance.

12.1. Each Party agrees to procure and maintain for the duration of the Agreement, insurance against claims for injury to persons or damage to property that may arise from or in connection with this Agreement.

12.2. The insurance requirements contained in this Agreement are minimum requirements and in no way limit the indemnity covenants contained in this Agreement. The Agencies in no way warrant that the minimum limits are sufficient to protect the Parties from liabilities that might arise out of this Agreement. The Parties are free to purchase additional insurance as they deem necessary.

12.3. Minimum Scope and Limits of Insurance. Each Party shall provide coverage with limits of liability not less than those stated below:

Commercial General Liability – Occurrence Form. Policy shall include bodily injury, property damage, personal injury, and broad form contractual liability coverage.

General Aggregate	$2,000,000
Each Occurrence	$1,000,000

12.4. Workers' Compensation Insurance. Each Party shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over each Agencies employees engaged in the performance of work or services under this Agreement and shall also maintain Employers' Liability Insurance of not less than $1,000,000 for each accident, $1,000,000 disease for each employee and $1,000,000 disease policy limit.

12.5. Each insurance policy required by the insurance provisions of this Agreement shall not be suspended, voided, cancelled, reduced in coverage or in limits without ten (10) business days' written notice from the insurer to the Agencies. Notice shall be mailed directly to the Agencies and shall be sent by certified mail, return receipt requested.

12.6. Acceptability of Insurers: Insurance coverage must be provided by an insurance company admitted to do business in Arizona and rated A-VII or better by AM Best's Insurance Rating or by a risk retention pool authorized pursuant to ARIZ. REV. STAT. § 11-952.01.

12.7. A party to this Agreement that is self-insured shall provide a Certificate of Self-Insurance showing no less than the minimum CGL and Workers' Compensation limits listed in this section.

13. Workers' Compensation.

13.1. The Partnering Agencies agree that they are not joint employers for the purpose of workers' compensation coverage and that any Partnering Agency employee assigned to the Center shall remain an employee of such Partnering Agency.

13.2. To the extent that employees of one Partnering Agency perform duties on behalf of another Partnering Agency, such employee shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of ARIZ. REV. STAT. § 23-1022 and the Arizona Workers' Compensation laws.

13.3. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Partnering Agency shall post a notice pursuant to the provisions of ARIZ. REV. STAT. § 23-1022.

14. Non-Discrimination.

14.1. All parties to the Agreement shall comply with Executive Order 75-5, as modified by Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act.

14.2. All parties to the Agreement shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, religion, sex, national origin or disability.

15. Applicable Law; Venue; Arbitration.

15.1. In the performance of the Agreement, all parties to the Agreement shall abide by and conform to any and all laws of the United States and State of Arizona including, but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement.

15.2. The Agreement shall be governed by the laws of the State of Arizona and suit pertaining to the Agreement may be brought only in courts in the State of Arizona.

15.3. The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518.

16. Relationship of the Parties.

16.1. This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind, and the right and obligations of the Parties shall be only those expressly set forth in this Agreement.

16.2. All parties to the Agreement shall act in their individual capacity and not as an agent, employee, partner, joint venture, associate, or any other representative capacity of the other. All parties shall be solely and entirely responsible for its acts or acts of its agents and employees during the performance of this Agreement.

16.3. This Agreement shall not be construed to imply authority to perform any tasks, or accept any responsibility, not expressly set forth herein.

16.4. This Agreement shall be strictly construed against the creation of a duty or responsibility unless the intention to do so is clearly and unambiguously set forth herein.

16.5. Each party shall have total responsibility for their respective employees for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational

disease compensation, unemployment compensation, other employee benefits, all taxes and premiums appurtenant, and automobile insurance thereto concerning such individuals and shall save and hold the other parties harmless with respect thereto.

17. Integration; Amendment.

17.1. The Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement, and no additional representations, warranties, inducements, or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

17.2. The Agreement may be modified only by a written amendment signed by persons duly authorized to enter into contracts on behalf of Avondale, Buckeye, Goodyear and Maricopa.

18. Termination of Agreement; Conflict of Interest.

18.1. Any Partnering Agency may withdraw from this Agreement with or without cause by giving thirty (30) calendar days written notice to the other Agencies.

18.2. The Agreement is subject to the provisions of ARIZ. REV. STAT. § 38-511. Either party may cancel the Agreement without penalty or further obligations by the party or any of its departments or agencies if any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the party or any of its departments or agencies is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a Consultant to any other party of the Agreement with respect to the subject matter of the Agreement.

19. Continuation Subject to Appropriation.

19.1. The performance by all parties to the Agreement of its obligations under the Agreement is subject to actual availability of funds appropriated by each party for such purposes. All parties to the Agreement shall be the sole judge and authority in determining the availability of funds under the Agreement and each party shall keep the other parties fully informed as to the availability of funds for its obligations.

19.2. The obligation of each party to fund any obligation pursuant to the Agreement is a current expense of such party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the party.

19.3. If the governing body of Avondale, Buckeye, Goodyear or Maricopa fails to appropriate money sufficient to meet its obligations as set forth in the Agreement during any immediately succeeding fiscal year, the Agreement shall terminate at the end of then-current fiscal year and all parties to the Agreement shall thereafter be relieved of any subsequent obligation under the Agreement.

20. Attorneys' Fees.

20.1. In the event legal action is brought or an attorney is retained by any party to the Agreement to enforce the terms of the Agreement or to collect any monies due hereunder, or to collect money damages for breach thereof, the prevailing party shall be entitled to recover, in addition to any other remedy, reimbursement for reasonable attorneys' fees, court cost of investigation and other related expenses incurred in connection therewith.

21. Arbitration.

21.1. The parties to the Agreement agree to resolve all disputes arising out of or relating to the Agreement through arbitration, after exhausting applicable administrative review, to the extent required by ARIZ. REV. STAT. § 12-1518, except as may be required by other applicable statutes.

22. Notices and Requests.

22.1. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (1) delivered to the party at the address set forth below, (2) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (3) given to a recognized and reputable overnight delivery service, to the address set forth below:

If to the Avondale:
City of Avondale
11465 West Civic Center Drive
Avondale, Arizona 85323
Attn: City Manager

If to Buckeye:
City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85326
Attn: City Manager

If to Goodyear:
1900 N. Civic Square
Goodyear, AZ 85395
Attn: City Manager

If to the Maricopa County Sheriff's Office:
550 W. Jackson Street

Phoenix, AZ 85003
Attn: Chief Financial Office

.

23. Records.

23.1. All books, accounts, reports, files and other records of either party relating to the Agreement, or the work done under the Agreement shall be subject at all reasonable times to inspection and audit by all parties to the Agreement. Such records shall be available for inspection upon five business days' notice to the Center's day-to-day manager.

24. Miscellaneous

24.1. Severability. If any provision of the Agreement is declared void or unenforceable, such provision shall be deemed severed from the Agreement, which shall otherwise remain in full force and effect.

24.2. No Assignment. Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the written consent of the other.

24.3. Waiver**.** Failure of any party to exercise any right or option arising out of a breach of the Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach.

24.4. Captions. Captions and section headings used herein are for convenience only and are not a part of the Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing the Agreement.

24.5. Immigration Laws. By entering into the Agreement, all parties to the Agreement warrant compliance with applicable State and Federal immigration laws and regulations related to the immigration status of its employees. These warranties shall remain in effect through the term of the Agreement.

25. Counterparts.

25.1. The Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof. Faxed, copied, electronic and scanned signatures are acceptable as original signatures.

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, all Parties to the Agreement hereto have executed the Agreement on the dates set forth below.

"Avondale"

CITY OF AVONDALE, an Arizona
municipal corporation

_____
Ron Corbin, City Manager

Date: _____

ATTEST:

_____
Marcella Carrillo, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she has reviewed the above Agreement on behalf of her client and (ii) as to her client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Nicholle Harris, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Buckeye”

CITY OF BUCKEYE, an Arizona
municipal corporation

_____
Daniel Cotterman, City Manager

Date: _____

ATTEST:

_____
Lucinda Aja, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
K. Scott McCoy, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Goodyear”

CITY OF GOODYEAR, an Arizona
municipal corporation

_____
Wynette Reed, City Manager

Date: _____

ATTEST:

_____
Darcie McCracken, City Clerk

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) he has reviewed the above Agreement on behalf of his client and (ii) as to his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
Roric V. Massey, City Attorney

[SIGNATURES CONTINUE ON FOLLOWING PAGES]

“Maricopa”

COUNTY OF MARICOPA, ARIZONA, an Arizona
municipal corporation

_____
Clint Hickman, Chairman, Board of Supervisors

Date: _____

ATTEST:

_____
Juanita Garza, Clerk of the Board

CERTIFICATION BY LEGAL COUNSEL

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned Attorney acknowledges that (i) she/he has reviewed the above Agreement on behalf of her/his client and (ii) as to her/his client only, has determined that the Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

_____
County Attorney

RESOLUTION NO. 10-24

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT (IGA) BETWEEN THE CITY OF BUCKEYE, THE CITY OF AVONDALE, THE CITY OF GOODYEAR, AND THE COUNTY OF MARICOPA, ARIZONA, MARICOPA COUNTY SHERIFF'S OFFICE PURSUANT TO ARIZONA REVISED STATUTES SECTIONS 11-952 AND 13-3872.

WHEREAS, the municipalities of Buckeye ("City"), Avondale, and Goodyear and Maricopa County ("Partnering Agencies") have authority to enter into the Intergovernmental Agreement ("IGA") pursuant to A.R.S. §§ 11-952 and 13-3872.

WHEREAS, the Partnering Agencies have entered into past Intergovernmental Agreements and amendments concerning the operation of a domestic violence victim advocacy center located at 2333 N. Pebble Creek Parkway, Suite A-200, Goodyear, Arizona (the "Center") for the provision of services to and for child and adult victims of physical abuse, sexual abuse and domestic violence.

WHEREAS, pursuant to past Intergovernmental Agreements and amendments, the Partnering Agencies agreed that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns.

WHEREAS, the Partnering Agencies desire to continue the shared use and operation of the Center to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters (the "Services).

NOW, THEREFORE, BE IT RESOLVED, BY THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The IGA between the City, Avondale, Goodyear, and Maricopa County, acting by and through the Maricopa County Sheriff's Office, for shared use and operation of the Center, the shared costs of which are to be paid by the City to City of Avondale is hereby approved in the form on file with the City Clerk, and authorizes the following:

> As required by A.R.S. §§ 11-952 and/or 13-3872, the Mayor, or his duly authorized agent, may enter into the IGA on behalf of the City, and execute all such other documents, contracts, amendments and agreements with the County as may be necessary to effectuate this IGA.

Section 3. The Mayor, the City Manager, the Chief Financial Officer, the City Clerk, and the City Attorney are hereby authorized and directed to take all steps necessary to cause the

execution and delivery of the IGA and to take all steps necessary to carry out the purpose and intent of this Resolution.

PASSED AND ADOPTED by the Mayor and City Council of the City of Buckeye, Arizona, this 19th day of March 2024.

_____
Eric Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.D. PD - Southwest Family Advocacy Center/DCS Intergovernmental Agreement with the City of Avondale, the City of Buckeye, the City of Goodyear, and Maricopa County, Arizona, and the State of Arizona acting by and through the Department of Child Safety.
DATE PREPARED: 03/18/24	**DISTRICT NO.:**
STAFF LIAISON: Robert Sanders, Police Chief, rsanders@buckeyeaz.gov, (623) 349-6430	
DEPARTMENT: Police	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Resolution No. 13-24 authorizing the Mayor to execute an Intergovernmental Agreement (IGA) between the City of Buckeye, the City of Avondale, the City of Goodyear, and the County of Maricopa, Arizona and the State of Arizona, Department of Child Safety (DCS) pursuant to Arizona Revised Statutes Sections 11-952 and 13-3872.

SUMMARY

PROJECT DESCRIPTION:

In the Center IGA, the Partnering Agencies have agreed with respect to the operation of the Center that Avondale shall be the day-to-day manager of the Center. As the day-to-day manager, Avondale shall be responsible for office and facility related concerns. The Partnering Agencies desire to participate in the shared use of the Center with DCS to provide on-site agency collaboration through the use of multi-disciplinary team approach for the prevention, investigation, assessment, protection, treatment and referral for prosecution of matters related to the sexual and physical abuse of children and adults including domestic violence matters. DCS desires to participate in the shared use of the Center to promote the safety, well-being and self-sufficiency of children, adults and families to further its vision that every child, adult and family in the State of Arizona will be safe and economically secure.

BENEFITS:
The agreement will allow multiple agencies to share information related to child welfare investigations, as well as the collaborative efforts undertaken to ensure the safety of children in the West Valley, as well as the ability to ensure that the Department of Child Services is able to investigate additional crimes against children.

FINANCIAL IMPACT STATEMENT:
Each party shall have total responsibility for their respective employees for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, all taxes and premiums appurtenant, and automobile insurance thereto concerning such individuals and shall save and hold the other parties harmless with respect thereto.

CURRENT FISCAL YEAR TOTAL COST:

$300,000 - currently encumbered funds to reimburse the City of Avondale for the operation of the Southwest Family Advocacy Center.

BUDGETED:
Yes

FISCAL YEAR:
2024

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.E. DS - Tristar Engineering and Management, Inc.
DATE PREPARED: 03/18/24	**DISTRICT NO.:**
STAFF LIAISON: Brian Craig, Development Services Director, bcraig@buckeyeaz.gov, (623) 349-6209	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Task Order No. 6 to the On-Call Consulting Contract (No. 2022003.35) between the City of Buckeye, an Arizona municipal corporation, and Tristar Engineering and Management, Inc., an Arizona corporation, related to civil inspections for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects; and authorizing the City Manager to execute and deliver said Task Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
The Development Services Department is requesting funds through Task Order No. 6 to keep up with the current demand for Civil Inspection services. Tristar Engineering and Management, Inc. will provide assistance with Civil Inspections. The total amount to be paid under this Task Order will not exceed $150,000.

BENEFITS:
To maintain or exceed customer service expectation in the Development Services Department.

FUTURE ACTION:
None.

FINANCIAL IMPACT STATEMENT:
10005180-520037 - $150,000

CURRENT FISCAL YEAR TOTAL COST:
$150,000

BUDGETED:
Yes

FISCAL YEAR:
23/24

FUND/DEPARTMENT:
10005180-520037

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Tristar Eng TO 2022003.35.pdf

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
TRISTAR ENGINEERING AND MANAGEMENT, INC.

ON-CALL CONSULTING CONTRACT NO. 2022003.35
TASK ORDER #6
CIVIL ENGINEERING SERVICES

THIS TASK ORDER # 6 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Tristar Engineering and Management, Inc., an Arizona corporation (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.35 between the City and Consultant, dated March 1, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide Civil inspection services for various projects/permits such as earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection projects, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work upon the issuance by the City of a Notice to Proceed and complete the services and deliverables on or before June 30, 2024, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

ARTICLE 3
FEE BREAKDOWN

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **One Hundred Fifty Thousand Dollars and Zero Cents ($150,000.00),** as set forth in **Exhibit A**.

ARTICLE 4
ADDITIONAL TERMS

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Consultant certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5
EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAANuW3lG_9mrzkkQAR5eCAvva

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

_____
Dan Cotterman, City Manager

CONSULTANT:

TRISTAR ENGINEERING AND MANAGEMENT, INC.
an Arizona corporation

_____
Carlos Lara, Senior Vice President

ATTEST:

_____
Lucinda Aja, City Clerk

RECOMMENDED:

_____
William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A

TO

TASK ORDER #6

CONSULTANT'S PROPOSAL

TRISTAR
Engineering and Management, Inc.

January 14, 2024

Mr. Michael M. Byrne
Construction Inspection Supervisor
City of Buckeye
Engineering Department
530 E. Monroe Ave
Buckeye, AZ 85326

Email: mbyrne@buckeyeaz.gov

Re: City of Buckeye On-Call Consulting for
Engineering and Architectural Services
Category 18: Civil Inspection Services
Contract No. 2022003.35

Dear Mr. Byrne:
Tristar Engineering and Management, Inc. (Tristar) is pleased to submit our cost proposal to provide inspection services for City of Buckeye Engineering Department.

Tristar will provide Jonathan Taylor, Senior Construction Inspector, for inspection assignments on various projects/permits such as: earthwork, asphalt work, concrete work, wet and dry utilities, traffic control and bridge inspection. In addition, Tristar will provide an alternative Field Inspector to be used on an as needed basis by the City of Buckeye. Attached, for your consideration, please find our fee proposal summary, schedule, for both inspectors and Jonathan's resume.

If you have any questions or require additional information, please do not hesitate to contact me at 602-768-4178 or clara@tristar-az.com.

We look forward to working with you and the City of Buckeye on this assignment.

Respectfully,
TRISTAR ENGINEERING & MANAGEMENT, INC.

Carlos R. Lara
Vice President

Enclosure: Fee Proposal Summary
Schedule
Jonathan Taylor Resume

TRISTAR
Engineering and Management, Inc.

DERIVATION OF COST PROPOSAL

FIRM NAME: **Tristar Engineering and Management Inc.**
10625 N. 25th Avenue, Suite 103
Phoenix, AZ 85029

Contract No.:
Tristar Proj. No.
New Contract: X

PROJECT NAME: **City of Buckeye**
RFQ #2022003.35, Category 18 - Civil Inspection Services

Date: 1/14/2024

ESTIMATED DIRECT LABOR			
Classifications	**Man-Hours**	**Hourly Rates**	**Labor Costs**
Sr. Resident Engr.		$270.00	
Resident Engr		$202.00	
Resident Landscape Architech		$133.00	
Sr. Inspector Supervisor		$163.00	
Chief Inspector		$150.00	
Sr. Construction Inspector	860	$141.00	$121,260.00
Document Control Specialist		$130.00	
Field Inspector	172	$125.00	$21,500.00
	Total Estimated Labor		**$142,760.00**

ESTIMATED DIRECT EXPENSES (Listed by item at estimated actual cost - no markup)				
Description		**Unit Price**	**Quantity**	**Expense Amount**
	Total Estimated Expenses			

SUBCONSULTANT (Listed by Firm or name at est cost - No Markup)		
Subconsultants (cost proposal included)		**Total Cost**
Total Estimated Subconsultant(s)		

TOTAL ESTIMATED COST:	**$142,760.00**

Contract Time: Calendar Days

Carlos Lara, P.E. — *1/14/2024*

Principal, Tristar Engineering & Management, Inc. — Date

Carlos Lara, P.E.

CONSULTANT/SUBCONSULTANT
SCHEDULED PROJECT MAN-HOURS BY CLASSIFICATION

CONSULTANT: **Tristar Engineering and Management Inc.** Contract No.: _____

PROJECT NAME: **City of Buckeye**
RFQ #2022003.35, Category 18 - Civil Inspection Services

Date: **1/14/2024**

DIRECT LABOR														
Classifications		**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**Man-Hours**
Sr. Resident Engr.														
Resident Engr														
Resident Landscape Architech														
Sr. Inspector Supervisor														
Chief Inspector														
Sr. Construction Inspector			172	172	172	172	172							860
Document Control Specialist														
Field Inspector			172											172
TOTAL			344	172	172	172	172							1032

JONATHAN TAYLOR, ACI, ATTI, ATSSA
CONSTRUCTION INSPECTOR

CONTACT

Phone: 480.845.2339
Email: jtaylor@tristar-az.com
Resides: Phoenix, AZ

YEARS OF EXPERIENCE

20 Total; 5 with Tristar

PROFESSIONAL CERTIFICATIONS AND EDUCATION

ACI Field Technician
Expires 09/17/2026

ATTI Field Technician
Expires 02/23/2026

ATSSA Traffic Control Technician, Expires 02/24/2026

CAREER HIGHLIGHTS AND SKILLS

Previous ADOT Employee

- Construction Inspection
- Materials Testing
- Survey Experience
- Plans Reading
- Asphaltic Concrete
- Structures Inspection
- ADOT Specifications

Mr. Jonathan Taylor has more than 20 years of experience in the civil construction and field inspection industry. He began his career with ADOT and is knowledgeable of federal standards, policies, and procedures for highway construction as well as municipal MAG specifications and standard drawings.

Mr. Taylor is experienced with the inspection of structures, earthwork, concrete, subgrade, curb and gutter, minor concrete incidentals and asphaltic concrete. He is proficient in pay item documentation, plans reading, density testing and materials sampling. He is certified with industry-standard materials testing procedures and requirements.

SELECTED PROJECT EXPERIENCE

City of Buckeye, AZ – Canyon Springs Blvd Bridge over C.A.P. Canal

Mar 2022 to Current | Supervisor: Michael Byrne

★ Mr. Taylor is serving as a Senior Inspector, overseeing the construction of the new structure. He is responsible for inspection and documentation, ensuring all work is completed per plans and specifications.

Tristar is providing inspection staff augmentation services for this project that is constructing a new 335' Type 5 modified girder bridge over the C.A.P. Canal, which will extend Canyon Springs Blvd for future development.

City of Phoenix – Streets Dept. Maintenance Division – 7th Street & UPRR Bridge Rehabilitation Phase 3, Phoenix, AZ

Sept 2022 and Various Additional Dates | Supervisor: Rick Evans

★ Mr. Taylor served as a structures inspector, ensuring and documenting all work is performed per plans and specifications.

Tristar is providing inspection staff for work which includes replacing some PCCP sections, remove/replace deck joints and compression seal membrane, flood coat the approach slabs with healer/sealer, and repair damaged sidewalk. Ensured coordination with Truesdell and the COP to make sure work did not interfere with baseball games or concerts at Chase Field.

MCDOT - Deer Valley Road, El Mirage Road to 109th Avenue (TT0248), El Mirage, AZ

Aug 2019 to Mar 2022 | Supervisor: John Hall, PE

★ Mr. Taylor was assigned to the structures team where he inspected drilled shafts, abutments, columns and pier caps, girder placement and bridge deck.

Tristar is providing full-service construction administration services for the one-mile project to extended Deer Valley Road to (5 lanes). The scope includes a new 711-ft five span, precast, prestessed, AASHTO Type Super VI concrete girder bridge over the Agua Fria River and more than 750,000 CY of earthwork borrow material will be imported to construct the bridge approaches in accordance with the USACE 404 Permit. One mile of Williams

Drive will be widened to a 5-lane facility and two roundabouts will be constructed at the intersection of Deer Valley Road / 109th Avenue and 117th Avenue.

Town of Gilbert, Germann Road, Gilbert to Val Vista (ST0145)

Feb 2018 to Sept 2019 | Supervisor: John Akin, PE

- ★ Mr. Taylor provided field inspection duties and responsibilities for this project.

As a subconsultant to CEI, Tristar provided inspection services for this $20M project to widen Germann Road, which included new underground municipal utilities, new flood irrigation facilities, new sidewalk, curb and gutter and new asphalt paving. The project also included bridge widening over the SRP Eastern Canal and RWCD canal, which parallel one another.

Town of Gilbert - Intersection Improvements at Cooper and Guadalupe Roads

Sept 2016 to Nov 2017 | Supervisor: Corum Brown, PE

- ★ Mr. Taylor provided field inspection duties and responsibilities for this project.

Tristar provided CA&I services for this CMAR project which replaced the existing 6-inch wastewater DIP force main with fusible 8-inch-high density polyethylene (HDPE) pipe and updated manholes. A new 12-inch water main pipeline was installed and provided new water services to each of the commercial properties. The project also widened the road to three lanes at all legs of the intersection with sufficient width to accommodate bike lanes, raised medians, and reconstructed curbs, gutters, and sidewalks. Other municipal utility improvements included gravity sewer, water main and lateral replacement, storm drains, underground retention and basins, signal upgrades (including improved telecommunication with the railroad), and landscaping.

During his time with Tristar, Mr. Taylor has provided service on multiple projects under our ADOT on-call and Temp Tech contracts.

ADOT, I-40 Townsend-Winona Bridge Deck Replacement (F010801C)

Flagstaff District

- ★ Mr. Taylor performed as the lead bridge inspector for super structure throughout the demolition and reconstruction of the bridge. His duties included inspections for the demolition of the bridge, abutments, wing and retaining walls. He also provided inspections for pier caps, steel girder placement, deck and roadway, and quality control for the new bridge structure.

This $3.8M bridge rehabilitation project was located on Interstate 40 near Flagstaff. The work consisted of replacing girders, bearing pads and bridge deck. Project challenges included working over live traffic, coordinating closures with DPS and local law enforcement, coordination of the removal of lead-based paint, and demo and reconstruction of steel girder bridge.

ADOT, SR101L Baseline Road to SR202L (Santan) (H687301C)

Central District

- ★ Mr. Taylor was assigned to the structures crew and was responsible for inspection of drilled shafts, abutments, wing walls, retaining walls, columns and pier caps, girder placement, bridge deck and roadway, and soil nail walls.

This $68M Design-Build project includes design and construction for general purpose lanes on SR101L in both travel directions. The work includes constructing pavement, structures, retaining walls, barriers, drainage facilities, signing, pavement markings, street lighting, traffic signal modifications, ITS, utilities relocation, landscape restoration, and rubberized friction course.

ADOT, I-10 Earley Road – Junction I-8 (H798401C)

Central District

★ Mr. Taylor performed as the bridge inspector for sub structure and super structure through different phases of the project. His duties included inspections for drilled shafts, abutments, wing and retaining walls, girder placement, deck and roadway.

This $49M project was located on Interstate 10, in Pinal County through the city of Casa Grande. The work consisted of widening I-10 from four lanes to six lanes including two new bridges over Jimmie Kerr Boulevard and the Union Pacific Railroad. The scope and time frame of the project was under an A+B schedule. Project challenges included working near UPRR Railroad, APS overhead powerlines, and Kinder Morgan natural gas lines.

ADOT, SR 77, S. Old Tiger Rd to Miguel Rd (H879101C)

South Central District

This $6.1M project in Pinal County on SR 77 consisted of milling and replacing existing Asphaltic Concrete pavement and a double chip seal coat application. Additional work included removing and replacing guardrail, pipe culverts, sidewalk, driveways, sidewalk ramps, pavement markings, and other related work. Mr. Taylor was assigned to the milling, tack, and paving operations.

ADOT, I-10 Gila River Bridge to SR 587 (H892501C)

Central District

This $6.2M project was located on Interstate 10, in Pinal County within the Gila River Indian Reservation. The work consisted of milling and replacing existing Asphaltic Concrete pavement and AR-ACFC. Additional work included installing new guardrail, replacing pavement markings seeding and other related items. Mr. Taylor was assigned to hot plant inspection and guardrail reconstruction.

ADOT, SR 89, Jct US 93 to Jct SR 71 (H813601C)

Northwest District

This $2.6M pavement preservation consisted of replacing the full width of SR 89 with asphaltic concrete and an asphalt rubber-AC friction course, shoulder build-up with milled AC, installing traffic loop detector, replacing signs and reflectors, and related work. Mr. Taylor was responsible for inspection of:

- 500’ reconstruction of SR 71 including subgrade and AC
- Concrete driveways and other minor work
- Required testing and sampling
- Daily documentation and communication with his supervisor.

ADOT, Grand Avenue Corridor Improvements

Valley West & Deer Valley Field Offices

As an ADOT employee, Mr. Taylor was part of the team that built much of the Grand Avenue Corridor improvements while working for the Valley West Field Office and on loan to the Deer Valley Field Office. Some of the segments he worked on include:

- 27th Avenue and Thomas
- 43rd Avenue and Camelback
- 51st Avenue and Bethany Home Road

EMPLOYMENT HISTORY

Construction Inspector / Materials Tester

Tristar Engineering and Management, Inc. 2017 to Present

Mr. Taylor is available for assignment for a variety of highway and municipal construction projects statewide. He serves as a construction inspector and materials tester responsible for project inspection services, field sampling and testing of concrete and soils.

Field / Laboratory Technician

Ninyo & Moore 2015-2017

- Perform density testing by nuclear and sand cone method
- Sample concrete perform slump, temperature, and cast test samples
- Sample asphaltic concrete per ASTM testing methods
- Plans reading, interpreting standards and specifications from MAG, ADOT, different municipalities.
- Perform different testing procedures by following ASTM test methods guidelines, ACI and ATTI.
- Keep records of all testing through daily reports and testing reports.
- Communicate with Project Managers, Inspectors, and Contractors with results of testing or findings at field level and up.

Quality Control for Sand and Gravel

Vulcan Materials 2014-2015

- Responsible for the quality of the sand and gravel that is produce daily.
- Daily aggregates sampling through sieves, sand and equivalent, durability index and plasticity index all testing follow ASTM or ASHTO standards.
- Daily walk through the plant from feed to discharge point.
- Daily preventive maintenance checks with screens and belts
- Assisted ground man with shoveling material around tail pulley or away from plant
- Operated water truck when needed to keep up with dust control on haul roads
- Generated monthly reports for salesman
- Escorted clients around plant to see our products or stockpiles

Night Lead

UPS Mail Innovations 2013

Customer Service Supervisor

Transperfect Remote Interpreting 2011-2012

E-4 / Corporal Bulk Fuel Specialist

United States Marine Corp 2003-2011

- Set up connect dispense fuel to ground vehicles, fixed wing and rotary wing aircraft by either expeditionary fuel sites or air bases.
- Team leader of 4 Marines and assistant squad leader
- Volunteer for ceremonial details (Funeral Details) Flag folding, presenting, pall bearing, and rifle commander

- Deployed to Horn of Africa for security missions on base of Camp Lemonnier Djibouti, Africa. Billets held team leader, rifleman, and machine gunner.
- Received Letter of Appreciation from Deputy Commander CJTF Horn of Africa and good conduct award

Construction Materials Tester

Speedie and Associates 2008

- Inspected and performed quality checks on construction materials
- Soil densities with nuclear gauge
- Sampled concrete, Soils, and Asphalt

Transportation Construction Tech II

Arizona Department of Transportation 2000-2004

- Surveyor Instrument Man with District Survey
- Field Technician soil, concrete, asphalt sampling,
- Civil inspections underground utilities, structural, rebar, soil nail, retaining walls
- Tracking quantities
- Reading plans and specs

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.F. DS - Arroyo Verde - Minor Subdivision - PLZS-22-00061
DATE PREPARED: 03/18/24	**DISTRICT NO.:** Council District 6
STAFF LIAISON: Bart Wingard, Principal Planner, hwingard@buckeyeaz.gov, (623) 208-8830	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on a Minor Subdivision titled "Minor Subdivision Plat for Arroyo Verde," located on the southeast corner of Thomas Road and the Tuthill Road Alignment.

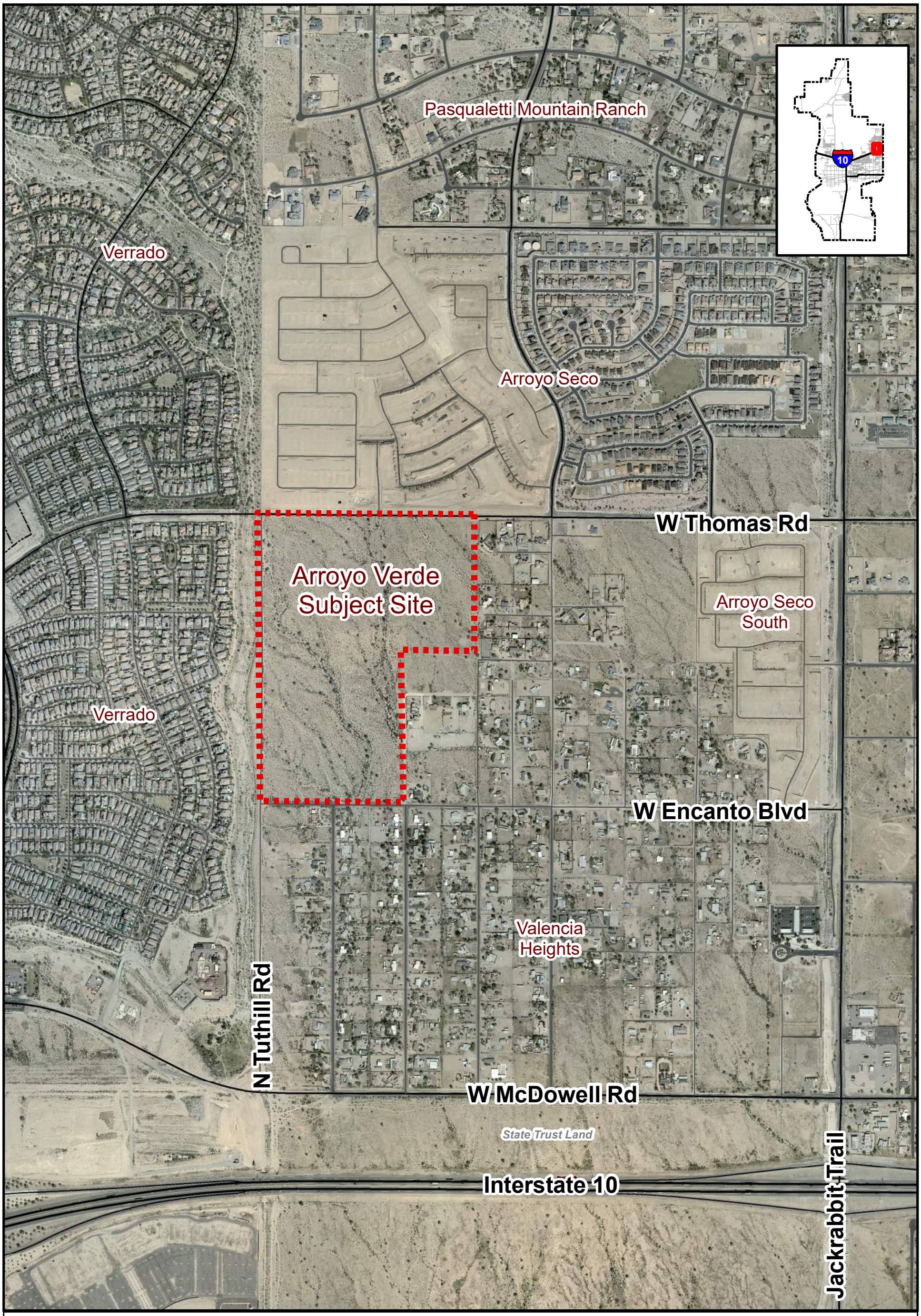
SUMMARY

PROJECT DESCRIPTION:
Matthew Berens of Berens Blonstein PLC, on behalf of AMH Development LLC, is requesting approval of a Minor Subdivision of 97.73 acres located on the southeast corner of Thomas Road and the Tuthill Road Alignment. The minor subdivision is necessary in order to create the necessary easements, parcels, and right-of-way to accommodate a 400-unit single-family residential rental community. In December of 2023 the Mayor and City Council approved a Planned Area Development overlay that provided the allowance to develop multiple single-family residential homes on one parcel.

BENEFITS:

This subdivision will establish the right-of-way and parcels that will accommodate residential development.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Exhibit A - PLZS-22-00061 - Arroyo Verde MS - Vicinity.pdf
Exhibit B - PLZS-22-00061 - Arroyo Verde MS - General Plan.pdf
Exhibit C - PLZS-22-00061 - Arroyo Verde MS - Zoning.pdf
Exhibit D - PLZS-22-00061 - Arroyo Verde MS - Minor Subdivision.pdf



VICINITY MAP

PLZS-22-00061
Arroyo Verde Minor Subdivision
City Council District 6

BUCKEYE, AZ

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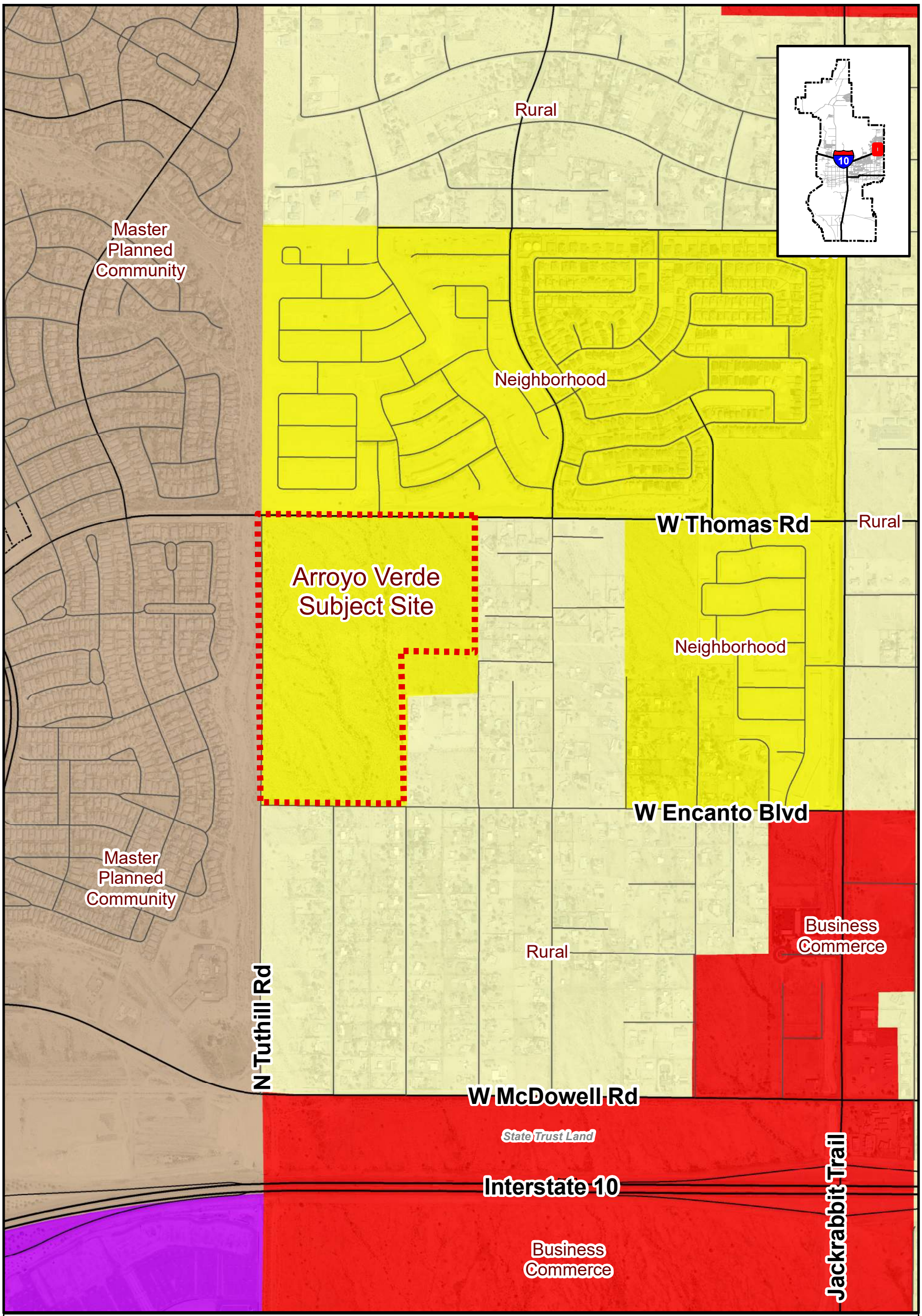

GENERAL PLAN MAP

BUCKEYE, AZ

PLZS-22-00061
Arroyo Verde Minor Subdivision
City Council District 6

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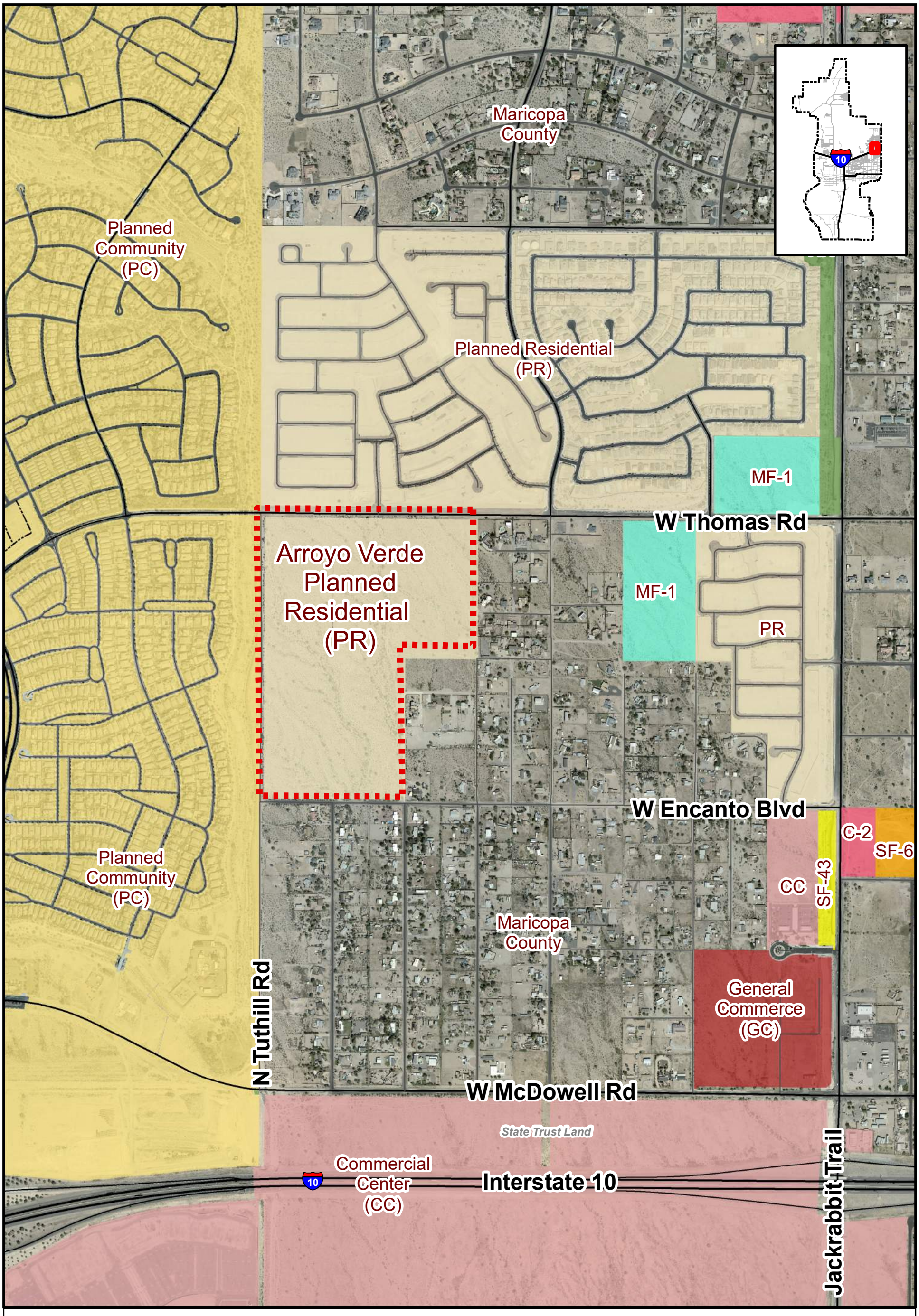

ZONING MAP

PLZS-22-00061
Arroyo Verde Minor Subdivision
City Council District 6

BUCKEYE, AZ

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MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

DEDICATION

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

KNOW ALL PERSONS BY THESE PRESENTS: THAT AMH ARROYO VERDE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY,("OWNER"), HAS DEDICATED UNDER THE NAME ARROYO VERDE, LOCATED IN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND DOES HEREBY PUBLISH THIS PLAT AS AND FOR THE PLAT OF ARROYO VERDE AND DECLARES THAT THIS PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF EACH LOT, STREET, AND EASEMENT CONSTITUTING SAME, AND THAT EACH LOT, STREET, AND EASEMENT SHALL BE KNOWN BY THE NAME GIVEN TO EACH RESPECTIVELY AS SHOWN ON THIS PLAT.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE FEE TITLE TO ALL PUBLIC RIGHTS–OF WAY AS SHOWN ON THE PLAT.

OWNER HEREBY GRANTS TO THE CITY OF BUCKEYE A NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS LIMITED PURPOSE PUBLIC UTILITY EASEMENTS AS SHOWN ON THE PLAT FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, MAINTAINING, REPAIRING, REPLACING AND UTILIZING PUBLIC UTILITIES.

OWNER HEREBY DEDICATES TO THE CITY OF BUCKEYE A NON–EXCLUSIVE EASEMENT OVER, UPON AND ACROSS THE AREAS DESIGNATED AS SIGHT VISIBILITY TRIANGLES FOR THE PURPOSE OF INSURING THAT THESE AREAS REMAIN FREE OF SIGHT VISIBILITY OBSTRUCTIONS AS PER THE ENGINEERING DESIGN STANDARDS.

THE MAINTENANCE OF LANDSCAPING WITHIN THE PROPERTY SHALL BE THE RESPONSIBILITY OF THE OWNER.

THE MAINTENANCE OF LANDSCAPING WITHIN THE ADJACENT PUBLIC RIGHTS–OF–WAY, INCLUDING; LANDSCAPED MEDIANS WITHIN COLLECTORS STREETS AND LANDSCAPED AREAS BETWEEN THE CURB AND THE DETACHED SIDEWALK, SHALL BE THE RESPONSIBILITY OF THE ADJACENT PROPERTY OWNER.

ALL ONSITE ROADS NOT BEING DEDICATED AS RIGHT OF WAY AND WILL BE PRIVATE AND ARE BE IDENTIFIED AS INGRESS/EGRESS AND UTILITY EASEMENTS FOR PUBLIC WATER AND SEWER, DRAINAGE, THE CITY, AND EMERGENCY VEHICLES. PRIVATE ROADS ARE NOT MAINTAINED BY THE CITY. THE MAINTENANCE OF THE PRIVATE DRIVES IS THE SOLE RESPONSIBILITY OF THE PROPERTY OWNER.

AMH ARROYO VERDE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH THE AREAS LOCATED WITHIN THE NEWLY DEDICATED RIGHT–OF–WAY AS DEPICTED ON THIS PLAT UNTIL SUCH TIME THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND THOSE IMPROVEMENTS ARE APPROVED AND ACCEPTED BY THE CITY. THE MAINTENANCE OF THE AREA WITHIN ANY NEWLY DEDICATED RIGHT–OF–WAY AS SHOWN ON THIS PLAT SHALL BE THE RESPONSIBILITY OF THE ADJACENT OWNER/OR SUBSEQUENT ADJACENT OWNERS WITHIN THE BOUNDARY OF SAID PLAT UNTIL SUCH TIME THAT THE AREA WITHIN THE RIGHT–OF–WAY IS IMPROVED TO CITY STANDARDS AND ACCEPTED BY THE CITY OF BUCKEYE.

OWNER HEREBY GRANTS TO THE UNITED STATES OF AMERICA DEPARTMENT OF THE AIR FORCE ("USAF") AN AVIGATION EASEMENT OVER AND ACROSS THIS PLAT AND EVERY PARCEL THEREOF, WHICH EASEMENT SHALL INCLUDE, BUT NOT BE LIMITED TO; THE RIGHT OF FLIGHT OF AIRCRAFT OVER THIS PLAT, TOGETHER WITH ITS ATTENDANT NOISE, VIBRATIONS, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE AND AUXILIARY FIELD.

AMH ARROYO VERDE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, ("OWNER") DOES HEREBY (1) RELEASE AND DISCHARGE THE USAF AND THE CITY OF BUCKEYE, AND (2) INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY OF BUCKEYE, OF AND FROM ANY LIABILITY FOR ANY AND ALL CLAIMS FOR DAMAGES OF ANY KIND TO PERSONS OR PROPERTY THAT MAY ARISE AT ANY TIME IN THE FUTURE OVER, OR IN CONNECTION WITH AIRCRAFT OVERFLIGHTS FROM AIRCRAFT UTILIZING LUKE AIR FORCE BASE, WHETHER SUCH DAMAGE SHALL ORIGINATE FROM NOISE, VIBRATION, FUMES, DUST, FUEL AND LUBRICANT PARTICLES, AND ALL OTHER EFFECTS THAT MAY BE CAUSED BY THE OPERATION OF AIRCRAFT LANDING AT, OR TAKING OFF FROM, OR OPERATING AT OR ON LUKE AIR FORCE BASE. THIS INSTRUMENT SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR UNIT THEREOF. THIS INSTRUMENT DOES NOT RELEASE THE USAF FROM LIABILITY FOR DAMAGE OR INJURY TO PERSON OR PROPERTY CAUSED BY FALLING AIRCRAFT OR FALLING PHYSICAL OBJECTS FROM AIRCRAFT, EXCEPT AS STATED HEREIN WITH RESPECT TO NOISE, FUMES, DUST, FUEL, AND LUBRICANT PARTICLES.

LIMITED PURPOSE PUBLIC USE EASEMENT, (THE "LPPUE") SHALL BE RESTRICTED TO USES RELATING TO STREET AND SIDEWALK LIGHTING, CATV, NATURAL GAS, ELECTRIC, TELEPHONE. AND OTHER UTILITIES NOT INVOLVING THE CONVEYANCE OF ANY LIQUID SUBSTANCE EXCEPT AS HEREAFTER PROVIDED. NOTWITHSTANDING THE FOREGOING, UTILITIES CONVEYING A LIQUID SUBSTANCE, INCLUDING BUT NOT LIMITED TO, WATER, SEWER, EFFLUENT AND LIQUID PETROLEUM PRODUCTS MAY CROSS SUCH LPPUE AT AN APPROXIMATELY PERPENDICULAR ANGLE TO THE LENGTH OF THE LPPUE OR IN SUCH MANNER AS OTHERWISE DETERMINED BY THE CITY OF BUCKEYE AND TO THE EXTENT NECESSARY TO PROVIDE A SERVICE CONNECTION TO THE PARCEL OR LOT ADJACENT TO OR SERVED BY THE LPPUE. UTILITIES CONVEYING ANY LIQUID SUBSTANCE SHALL BE LOCATED IN PUBLIC STREETS AND RIGHT–OF–WAY AT THE LOCATIONS DESIGNATED BY THE CITY OF BUCKEYE.

OWNERS WARRANT AND REPRESENT TO THE CITY OF BUCKEYE TO BE THE SOLE OWNERS OF THE PROPERTY COVERED HEREBY AND THAT EVERY LENDER, EASEMENT HOLDER, OR OTHER PERSON, OR ENTITY, HAVING ANY INTEREST IN THE LAND ADVERSE TO OR INCONSISTENT WITH THE DEDICATION, CONVEYANCES OR OTHER REAL PROPERTY INTEREST CREATED OR TRANSFERRED BY THIS FINAL PLAT HAS CONSENTED TO, OR JOINED IN THE FINAL PLAT, AS EVIDENCED BY INSTRUMENTS WHICH ARE RECORDED WITH THE MARICOPA COUNTY RECORDER'S OFFICE, OR WHICH OWNERS WILL RECORD NOT LATER THAN THE DATE ON WHICH THIS FINAL PLAT IS RECORDED.

ALL IMPROVEMENTS, FOR STREETS AND PUBLIC UTILITIES OWNED AND OPERATED BY THE CITY, INSTALLED OR CONSTRUCTED BY OWNER WITHIN THE PUBLIC RIGHT–OF–WAYS, THE EASEMENTS, OR ANY OPEN SPACES OR PARCELS HEREBY DEDICATED TO THE CITY OF BUCKEYE SHALL BE DEEMED TO HAVE BEEN DEDICATED BY OWNER TO THE CITY UPON THEIR COMPLETION; HOWEVER, SUCH TRANSFER SHALL NOT OCCUR UNTIL THE CITY OF BUCKEYE MANIFESTS ITS ACCEPTANCE BY SEPARATE FORMAL ACTION.

THE EASEMENTS GRANTED WITHIN THIS DEDICATION ARE PERMANENT AND PERPETUAL AND SHALL RUN WITH THE LAND AND BE BINDING UPON OWNER AND ITS HEIRS, ASSIGNS, AND SUCCESSORS IN INTEREST TO THIS PLAT OR ANY PARCEL OR UNIT THEREOF.

IN WITNESS WHEREOF, AMH ARROYO VERDE DEVELOPMENT TRS, LLC, A DELAWARE LIMITED LIABILITY COMPANY, AS OWNER, HAS HEREUNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF _____, ITS

MANAGER, THEREUNTO DULY AUTHORIZED THIS _____ DAY OF _____, 2024

_____
OWNER/AUTHORIZED SIGNER

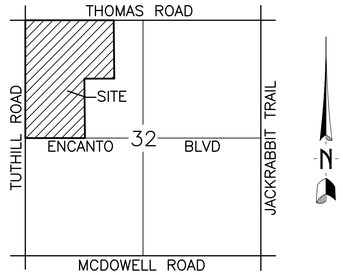
ACKNOWLEDGMENT

STATE OF ARIZONA } S.S.
COUNTY OF MARICOPA }

BEFORE ME THIS _____ DAY OF _____, 2024, _____ PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED THMSELF TO BE MANAGER OF AMH ARROYO VERDE DEVELOPMENT TRS, LLC THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT _____ AS EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND OFFICIAL SEAL

_____ _____
NOTARY PUBLIC EXPIRES



VICINITY MAP
NW 1/4 SECTION 32, T2N., R.2W.

SHEET INDEX

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APPROVALS

APPROVED BY THE COUNCIL OF THE CITY OF BUCKEYE, ARIZONA ON THIS_____ DAY OF_____ , 2024.

BY: _____
MAYOR

ATTEST: _____
CITY CLERK

I CERTIFY THAT ALL ENGINEERING CONDITIONS AND REQUIREMENTS HAVE BEEN COMPLIED WITH.

BY: _____ _____
BUCKEYE CITY ENGINEER DATE

BY: _____ _____
DEVELOPMENT SERVICES DIRECTOR DATE

DEVELOPER

AMH ARROYO VERDE DEVELOPMENT
TRS LLC
5555 E. VAN BUREN AVENUE SUITE 240
PHOENIX, AZ. 85008
PHONE: (702) 544–2560
CONTACT: ROBERT FLAXA
E–MAIL: rflaxa@ah4r.com

ENGINEER

CLOUSE ENGINEERING INC.
5010 E. SHEA BL'VD SUITE 110
SCOTTSDALE, ARIZONA 85254
PHONE: (602) 395–9300
CONTACT: JEFF GILES
E–MAIL: jgiles@clouseaz.com

FLOOD PLAIN DESIGNATION

FLOOD ZONE DESIGNATION THE PROPERTY IS LOCATED WITHIN AN AREA DESIGNATED AS HAVING FLOOD ZONE X BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, ON FLOOD INSURANCE RATE MAP NO. 04013C2130L WITH A REVISION DATE OF OCTOBER 16, 2013 FOR COMMUNITY NO. 040039 IN THE CITY OF BUCKEYE, COUNTY OF MARICOPA, STATE OF ARIZONA, WHICH IS THE CURRENT FLOOD INSURANCE RATE MAP FOR THE COMMUNITY IN WHICH SAID PROPERTY IS SITUATED.

BENCHMARK

2" IRON PIPE
MCDOT SURVEY POINT ID:41083
INTERSECTION OF 199TH AVENUE & ENCANTO BOULEVARD
ELEVATION: 1118.82 NAVD88 DATUM

BASIS OF BEARINGS

THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, USING A BEARING OF N00°00'00"E, SAID LINE ALSO BEING THE CENTER LINE OF TUTHILL ROAD

LAND SURVEYOR CERTIFICATION

I, ROBERT J. BLAKE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA, THAT THIS PLAT CONSISTING OF 20 SHEETS CORRECTLY REPRESENTS A BOUNDARY SURVEY MADE BY ME DURING THE MONTH OF JANUARY, 2021 . THAT THE SURVEY IS TRUE AND CORRECT AS SHOWN, THAT ALL MONUMENTS EXIST OR WILL BE SET AND, THAT THEIR POSITIONS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED. ARIZONA REGISTERED LAND SURVEYOR #36070

ROBERT J. BLAKE

REGISTERED LAND SURVEYOR #36070
ROBERT J. BLAKE
CLOUSE ENGINEERING INC.
5010 E SHEA BLVD STE 110
SCOTTSDALE, ARIZONA, 85254
PHONE: (602) 395–9300

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 12/15/23
ARIZONA, U.S.A.

Clouse Engineering, Inc.
ENGINEERS • SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602–395–9300 Fax 602–395–9310

MINOR SUBDIVISION PLAT
COVER SHEET
ARROYO VERDE

BUCKEYE ARIZONA

Revised
02/12/24

Date
08/22/23

As–Built
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Job No.
210101

1 OF 20

PLZS–22–00061

NOTES

1. ALL NEW OR RELOCATED UTILITIES WILL BE PLACED UNDERGROUND, EXCEPT POWER LINES 69KV AND LARGER.
2. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO BE PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH EASEMENTS.
3. THE CITY OF BUCKEYE IS NOT DESIGNATED AS AN ASSURED WATER PROVIDER PURSUANT TO ARS 45-576
4. ALL EXTERIOR PROPERTY BOUNDARY CORNERS ARE AS SHOWN PER THIS MINOR SUBDIVISION PLAT IN CONFORMANCE WITH ARIZONA STATUTE. ALL INTERIOR CORNERS AND MONUMENTS ARE TO BE SET BY THE SURVEYOR RESPONSIBLE FOR THE CONSTRUCTION SURVEY AND STAKING OF THIS PROJECT AND MUST BE IN CONFORMANCE WITH SAID ARIZONA STATUTORY REQUIREMENTS.
5. IN EASEMENTS FOR THE EXCLUSIVE USE OF WATER, SANITARY SEWER, RECLAIMED WATER OR ANY COMBINATION THEREOF, ONLY GROUND COVER AND BUSHES ARE ALLOWED TO BE PLANTED WITHIN THE EASEMENT AREA. NO TREES ARE ALLOWED.
6. VISIBILITY EASEMENT RESTRICTIONS: ANY OBJECT, WALL, STRUCTURE, MOUND OR LANDSCAPING (MATURE) OVER 24" IN HEIGHT IS NOT ALLOWED WITHIN THE VISIBILITY EASEMENT, TREE CANOPIES OVERHANGING THE EASEMENTS, SHALL BE KEPT TRIMMED TO A HEIGHT OF NO LESS THAN 7'. NO TREES ARE TO BE INSTALLED WITHIN 6' OF ANY FIRE HYDRANT. NO BOULDERS ARE TO BE INSTALLED IN THE VNAE, LPPUE, R/W OR WITHIN 6' OF THE BACK OF CURB. ANY VEGETATION INCLUDING TREES, SHRUBS, BUSHES OR GROUND COVER, MAY BE REMOVED FOR ANY REASON IF DEEMED NECESSARY BY THE CITY OF BUCKEYE.
7. THE MAINTENANCE OF ALL LANDSCAPING WITHIN THE RIGHT OF WAY SHALL BE THE RESPONSIBILITY OF THE PROPERTY OWNER.
8. THE PROPERTY DEPICTED ON THIS PLAT IS LOCATED WITHIN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVERFLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATUTORILY REQUIRED SOUND ATTENUATION STANDARDS.
9. THE PROPERTY OWNERS OR ANY SUBSEQUENT OWNERS SHALL NOT PROCEED WITH ANY ON SIGHT GRADING OR EXCAVATION WITHOUT FIRST OBTAINING A PERMIT FROM THE CITY OF BUCKEYE.
10. IN ACCORDANCE WITH ARS 9-461.07, THE CITY OF BUCKEYE HAS DETERMINED THAT ALL DEDICATIONS OCCURRING WITH THIS PLAT ARE IN CONFORMANCE WITH THE GENERAL PLAN.
11. THE SITE CONSISTS OF A TOTAL OF 400 LEASED UNITS, AND 4 PARCELS IN THE PLANNED RESIDENTIAL ZONING DISTRICT.
12. FINAL PLAT APPROVAL BY THE CITY IS CONDITIONAL AND SUBJECT TO FINANCIAL ASSURANCES BEING IN PLACE FOR ALL IMPROVEMENTS AS SHOWN ON THE APPROVED PLANS. THE CITY WILL NOT RECORD ANY PLATS UNTIL SUCH TIME FINANCIAL ASSURANCES ARE IN PLACE. IF AFTER 1 YEAR FROM CITY COUNCIL APPROVAL THE FINAL PLAT HAS NOT BEEN RECORDED, THEN IT SHALL BE NULL AND VOID. A VALID PRELIMINARY PLAT NEEDS TO BE IN PLACE PRIOR TO APPROVAL OF ANY FINAL PLAT ASSOCIATED WITHIN THE PROJECT IN ACCORDANCE WITH THE DEVELOPMENT CODE. THE SIGNED PLAT WILL NOT BE SUBMITTED TO THE CITY FOR SIGNATURE AND RECORDING UNTIL FINANCIAL ASSURANCES ARE IN PLACE.
13. THE LEASED UNITS DEPICTED ON THIS PLAT ARE LOCATED WITH IN THE VICINITY OF LUKE AIR FORCE BASE AND MAY BE SUBJECT TO OVER FLIGHTS BY JET AIRCRAFT. ALL STRUCTURES WITHIN THIS PLAT SHALL BE CONSTRUCTED IN COMPLIANCE WITH THE STATUTORILY REQUIRED SOUND ATTENUATION STANDARDS.
14. THE ROADS DESIGNATED AS "PRIVATE" AND ANY APPURTENANCES INCLUDING BUT NOT LIMITED TO ROAD SIGNS, STRIPING, CURB AND GUTTER, AND SIDEWALKS ARE PRIVATE: SUCH ROADS AND APPURTENANCES ARE OWNED, MAINTAINED AND REPAIRED BY OWNER OR THE ASSOCIATION FORMED BY OWNER. THE CITY OF BUCKEYE SHALL NOT MAINTAIN OF REPAIR ANY ROAD DESIGNATED AS "PRIVATE".
15. PURSUANT TO A.R.S. 42-11102, THE CITY OF BUCKEYE, A POLITICAL SUBDIVISION OF THE STATE OF ARIZONA, IS EXEMPT FROM ALL TAXES AND ASSESSMENTS BASED ON ASSESSED VALUE EXCEPT FOR SPECIAL DISTRICTS #14751 AND 14710, WHEN APPLICABLE.
16. NO STRUCTURE OF ANY KIND SHALL BE CONSTRUCTED OR ANY VEGETATION TO PLANTED OR BE ALLOWED TO GROW WITHIN ANY DRAINAGE EASEMENT WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THOUGH EASEMENTS.
17. IT IS ACKNOWLEDGED THAT THIS PROPERTY WILL BE PART OF A PARKWAY MAINTENANCE IMPROVEMENT DISTRICT (MID) AND STREET LIGHTING IMPROVEMENT DISTRICT (SLID) AT THE TIME THAT IT IS DEVELOPED, IN ACCORDANCE WITH BUCKEYE ORDINANCES 43-05 AND 42-06
18. THIS FINAL PLAT IS IN SUBSTANTIAL CONFORMANCE WITH THE PRELIMINARY PLAT APPROVED MAY 10, 2022 UNDER CASE #PLZS-21-00141.

KEY MAP

- XX — INDICATES PLAT EASEMENT SHEET NUMBER
- XX — INDICATES LEASE AREA SHEET NUMBER
- INDICATES MATCH LINE
- INDICATES LOT LINE
- INDICATES LEASE LINES

REGISTERED LAND SURVEYOR
CERTIFICATE NO
36070
ROBERT J.
BLAKE
Date Signed 8/23/23
ARIZONA, U.S.A.

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

MINOR SUBDIVISION PLAT
KEY MAP AND NOTE SHEET
ARROYO VERDE

ARIZONA

BUCKEYE

Revised
01/22/24
02/12/24

Date
08/22/23

As-Built
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Job No.
210101

2 OF 20

PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LEASED UNIT AREAS

UNIT #	AREA (SQ.FT.)	AREA (ACRES)	UNIT #	AREA (SQ.FT.)	AREA (ACRES)	UNIT #	AREA (SQ.FT.)	AREA (ACRES)	UNIT #	AREA (SQ.FT.)	AREA (ACRES)	UNIT #	AREA (SQ.FT.)	AREA (ACRES)
1	5,046 SQ.FT.	0.1158 AC.	81	4,500 SQ.FT.	0.1033 AC.	161	4,500 SQ.FT.	0.1033 AC.	241	4,200 SQ.FT.	0.0964 AC.	321	4,500 SQ.FT.	0.1033 AC.
2	5,000 SQ.FT.	0.1148 AC.	82	4,500 SQ.FT.	0.1033 AC.	152	4,500 SQ.FT.	0.1033 AC.	242	4,200 SQ.FT.	0.0964 AC.	322	4,500 SQ.FT.	0.1033 AC.
3	5,000 SQ.FT.	0.1148 AC.	83	4,500 SQ.FT.	0.1033 AC.	163	4,500 SQ.FT.	0.1033 AC.	243	4,200 SQ.FT.	0.0964 AC.	323	4,500 SQ.FT.	0.1033 AC.
4	4,842 SQ.FT.	0.1112 AC.	84	4,487 SQ.FT.	0.1030 AC.	164	4,888 SQ.FT.	0.1052 AC.	244	4,200 SQ.FT.	0.0964 AC.	324	4,500 SQ.FT.	0.1033 AC.
5	4,988 SQ.FT.	0.1115 AC.	85	4,500 SQ.FT.	0.1033 AC.	165	4,788 SQ.FT.	0.1065 AC.	245	4,200 SQ.FT.	0.0964 AC.	325	4,487 SQ.FT.	0.1030 AC.
6	5,000 SQ.FT.	0.1148 AC.	86	4,500 SQ.FT.	0.1033 AC.	166	4,488 SQ.FT.	0.1030 AC.	246	4,264 SQ.FT.	0.0979 AC.	326	4,782 SQ.FT.	0.1099 AC.
7	5,000 SQ.FT.	0.1148 AC.	87	4,500 SQ.FT.	0.1033 AC.	167	4,500 SQ.FT.	0.1033 AC.	247	3,961 SQ.FT.	0.0909 AC.	327	4,800 SQ.FT.	0.1102 AC.
8	4,987 SQ.FT.	0.1115 AC.	88	5,000 SQ.FT.	0.1148 AC.	168	4,500 SQ.FT.	0.1033 AC.	248	4,000 SQ.FT.	0.0918 AC.	328	4,766 SQ.FT.	0.1099 AC.
9	4,987 SQ.FT.	0.1115 AC.	89	5,000 SQ.FT.	0.1148 AC.	169	4,500 SQ.FT.	0.1033 AC.	249	4,000 SQ.FT.	0.0918 AC.	329	4,800 SQ.FT.	0.1102 AC.
10	5,000 SQ.FT.	0.1148 AC.	90	4,487 SQ.FT.	0.1030 AC.	170	4,500 SQ.FT.	0.1033 AC.	250	4,000 SQ.FT.	0.0918 AC.	330	4,800 SQ.FT.	0.1102 AC.
11	5,000 SQ.FT.	0.1148 AC.	91	4,500 SQ.FT.	0.1033 AC.	171	4,500 SQ.FT.	0.1033 AC.	251	4,000 SQ.FT.	0.0918 AC.	331	4,500 SQ.FT.	0.1033 AC.
12	4,988 SQ.FT.	0.1115 AC.	92	4,500 SQ.FT.	0.1033 AC.	172	4,500 SQ.FT.	0.1033 AC.	252	4,000 SQ.FT.	0.0918 AC.	332	4,500 SQ.FT.	0.1033 AC.
13	5,000 SQ.FT.	0.1148 AC.	93	4,500 SQ.FT.	0.1033 AC.	173	4,500 SQ.FT.	0.1033 AC.	253	4,000 SQ.FT.	0.0918 AC.	333	4,839 SQ.FT.	0.1111 AC.
14	5,000 SQ.FT.	0.1148 AC.	94	4,500 SQ.FT.	0.1033 AC.	174	4,487 SQ.FT.	0.1030 AC.	254	4,000 SQ.FT.	0.0918 AC.	334	5,000 SQ.FT.	0.1148 AC.
15	5,000 SQ.FT.	0.1148 AC.	95	4,511 SQ.FT.	0.1036 AC.	175	4,488 SQ.FT.	0.1030 AC.	255	4,000 SQ.FT.	0.0918 AC.	335	5,000 SQ.FT.	0.1148 AC.
16	5,000 SQ.FT.	0.1148 AC.	96	4,489 SQ.FT.	0.1030 AC.	176	4,500 SQ.FT.	0.1033 AC.	256	4,000 SQ.FT.	0.0918 AC.	336	5,000 SQ.FT.	0.1148 AC.
17	5,000 SQ.FT.	0.1148 AC.	97	4,443 SQ.FT.	0.1020 AC.	177	4,500 SQ.FT.	0.1033 AC.	257	3,988 SQ.FT.	0.0918 AC.	337	5,000 SQ.FT.	0.1148 AC.
18	5,000 SQ.FT.	0.1148 AC.	98	5,000 SQ.FT.	0.1148 AC.	178	4,500 SQ.FT.	0.1033 AC.	258	3,987 SQ.FT.	0.0918 AC.	338	5,000 SQ.FT.	0.1148 AC.
19	5,000 SQ.FT.	0.1148 AC.	99	4,487 SQ.FT.	0.1030 AC.	179	4,500 SQ.FT.	0.1033 AC.	259	4,000 SQ.FT.	0.0918 AC.	339	5,000 SQ.FT.	0.1148 AC.
20	5,000 SQ.FT.	0.1148 AC.	100	4,500 SQ.FT.	0.1033 AC.	180	4,500 SQ.FT.	0.1033 AC.	260	4,000 SQ.FT.	0.0918 AC.	340	5,000 SQ.FT.	0.1148 AC.
21	5,000 SQ.FT.	0.1148 AC.	101	4,500 SQ.FT.	0.1033 AC.	181	4,500 SQ.FT.	0.1033 AC.	261	3,954 SQ.FT.	0.0918 AC.	341	5,124 SQ.FT.	0.1176 AC.
22	5,000 SQ.FT.	0.1148 AC.	102	4,500 SQ.FT.	0.1033 AC.	182	4,500 SQ.FT.	0.1033 AC.	262	4,500 SQ.FT.	0.1033 AC.	342	4,898 SQ.FT.	0.1125 AC.
23	5,000 SQ.FT.	0.1148 AC.	103	4,500 SQ.FT.	0.1033 AC.	183	4,500 SQ.FT.	0.1033 AC.	263	3,983 SQ.FT.	0.0914 AC.	343	5,000 SQ.FT.	0.1148 AC.
24	5,000 SQ.FT.	0.1148 AC.	104	4,500 SQ.FT.	0.1033 AC.	184	4,638 SQ.FT.	0.1065 AC.	264	3,859 SQ.FT.	0.0886 AC.	344	5,000 SQ.FT.	0.1148 AC.
25	5,000 SQ.FT.	0.1148 AC.	105	4,466 SQ.FT.	0.1025 AC.	185	4,537 SQ.FT.	0.1042 AC.	265	3,987 SQ.FT.	0.0915 AC.	345	5,000 SQ.FT.	0.1148 AC.
26	4,987 SQ.FT.	0.1115 AC.	106	4,525 SQ.FT.	0.1039 AC.	186	4,500 SQ.FT.	0.1033 AC.	266	4,000 SQ.FT.	0.0918 AC.	346	4,937 SQ.FT.	0.1133 AC.
27	5,000 SQ.FT.	0.1148 AC.	107	4,500 SQ.FT.	0.1033 AC.	187	4,500 SQ.FT.	0.1033 AC.	267	4,000 SQ.FT.	0.0918 AC.	347	5,180 SQ.FT.	0.1189 AC.
28	5,000 SQ.FT.	0.1148 AC.	108	4,500 SQ.FT.	0.1033 AC.	188	4,500 SQ.FT.	0.1033 AC.	268	4,000 SQ.FT.	0.0918 AC.	348	5,000 SQ.FT.	0.1148 AC.
29	4,994 SQ.FT.	0.1148 AC.	109	4,500 SQ.FT.	0.1033 AC.	189	4,500 SQ.FT.	0.1033 AC.	269	4,000 SQ.FT.	0.0918 AC.	349	5,000 SQ.FT.	0.1148 AC.
30	4,860 SQ.FT.	0.1116 AC.	110	4,500 SQ.FT.	0.1033 AC.	190	4,500 SQ.FT.	0.1033 AC.	270	4,000 SQ.FT.	0.0918 AC.	350	5,000 SQ.FT.	0.1148 AC.
31	4,850 SQ.FT.	0.1114 AC.	111	4,500 SQ.FT.	0.1033 AC.	191	4,500 SQ.FT.	0.1033 AC.	271	4,000 SQ.FT.	0.0918 AC.	351	5,000 SQ.FT.	0.1148 AC.
32	4,996 SQ.FT.	0.1147 AC.	112	4,500 SQ.FT.	0.1033 AC.	192	4,500 SQ.FT.	0.1033 AC.	272	4,000 SQ.FT.	0.0918 AC.	352	5,000 SQ.FT.	0.1148 AC.
33	5,000 SQ.FT.	0.1148 AC.	113	4,500 SQ.FT.	0.1033 AC.	193	4,500 SQ.FT.	0.1033 AC.	273	4,000 SQ.FT.	0.0918 AC.	353	5,000 SQ.FT.	0.1148 AC.
34	5,000 SQ.FT.	0.1148 AC.	114	4,487 SQ.FT.	0.1030 AC.	194	4,488 SQ.FT.	0.1030 AC.	274	4,000 SQ.FT.	0.0918 AC.	354	5,000 SQ.FT.	0.1148 AC.
35	4,988 SQ.FT.	0.1115 AC.	115	4,487 SQ.FT.	0.1030 AC.	195	4,200 SQ.FT.	0.0964 AC.	275	4,000 SQ.FT.	0.0918 AC.	355	5,000 SQ.FT.	0.1148 AC.
36	4,987 SQ.FT.	0.1115 AC.	116	4,500 SQ.FT.	0.1033 AC.	196	4,200 SQ.FT.	0.0964 AC.	276	4,000 SQ.FT.	0.0918 AC.	356	5,000 SQ.FT.	0.1148 AC.
37	5,000 SQ.FT.	0.1148 AC.	117	4,500 SQ.FT.	0.1033 AC.	197	4,200 SQ.FT.	0.0964 AC.	277	4,000 SQ.FT.	0.0918 AC.	357	5,000 SQ.FT.	0.1148 AC.
38	5,000 SQ.FT.	0.1148 AC.	118	4,500 SQ.FT.	0.1033 AC.	198	4,200 SQ.FT.	0.0964 AC.	278	4,001 SQ.FT.	0.0918 AC.	358	5,000 SQ.FT.	0.1148 AC.
39	5,160 SQ.FT.	0.1185 AC.	119	4,500 SQ.FT.	0.1033 AC.	199	4,400 SQ.FT.	0.1010 AC.	279	3,999 SQ.FT.	0.0918 AC.	359	5,000 SQ.FT.	0.1148 AC.
40	4,938 SQ.FT.	0.1132 AC.	120	4,489 SQ.FT.	0.1031 AC.	200	4,400 SQ.FT.	0.1010 AC.	280	4,000 SQ.FT.	0.0918 AC.	360	5,000 SQ.FT.	0.1148 AC.
41	5,000 SQ.FT.	0.1148 AC.	121	4,357 SQ.FT.	0.1000 AC.	201	4,400 SQ.FT.	0.1010 AC.	281	3,987 SQ.FT.	0.0915 AC.	361	5,000 SQ.FT.	0.1148 AC.
42	5,000 SQ.FT.	0.1148 AC.	122	4,345 SQ.FT.	0.0997 AC.	202	4,400 SQ.FT.	0.1010 AC.	282	3,987 SQ.FT.	0.0915 AC.	362	4,999 SQ.FT.	0.1148 AC.
43	4,908 SQ.FT.	0.1126 AC.	123	4,496 SQ.FT.	0.1032 AC.	203	4,400 SQ.FT.	0.1010 AC.	283	4,000 SQ.FT.	0.0918 AC.	363	4,843 SQ.FT.	0.1112 AC.
44	5,062 SQ.FT.	0.1162 AC.	124	4,500 SQ.FT.	0.1033 AC.	204	4,400 SQ.FT.	0.1010 AC.	284	4,000 SQ.FT.	0.0918 AC.	364	5,612 SQ.FT.	0.1288 AC.
45	5,000 SQ.FT.	0.1148 AC.	125	4,500 SQ.FT.	0.1033 AC.	205	4,400 SQ.FT.	0.1010 AC.	285	4,000 SQ.FT.	0.0918 AC.	365	5,500 SQ.FT.	0.1263 AC.
46	5,000 SQ.FT.	0.1148 AC.	126	4,500 SQ.FT.	0.1033 AC.	206	4,400 SQ.FT.	0.1010 AC.	286	4,000 SQ.FT.	0.0918 AC.	366	5,500 SQ.FT.	0.1263 AC.
47	4,987 SQ.FT.	0.1115 AC.	127	4,500 SQ.FT.	0.1033 AC.	207	4,400 SQ.FT.	0.1010 AC.	287	4,000 SQ.FT.	0.0918 AC.	367	5,195 SQ.FT.	0.1193 AC.
48	4,988 SQ.FT.	0.1115 AC.	128	4,500 SQ.FT.	0.1033 AC.	208	4,400 SQ.FT.	0.1010 AC.	288	3,906 SQ.FT.	0.0897 AC.	368	5,291 SQ.FT.	0.1215 AC.
49	5,000 SQ.FT.	0.1148 AC.	129	4,500 SQ.FT.	0.1033 AC.	209	4,400 SQ.FT.	0.1010 AC.	289	4,521 SQ.FT.	0.1038 AC.	369	5,500 SQ.FT.	0.1263 AC.
50	5,000 SQ.FT.	0.1148 AC.	130	4,500 SQ.FT.	0.1033 AC.	210	4,299 SQ.FT.	0.0987 AC.	290	4,417 SQ.FT.	0.1014 AC.	370	5,500 SQ.FT.	0.1263 AC.
51	5,092 SQ.FT.	0.1169 AC.	131	4,497 SQ.FT.	0.1032 AC.	211	3,854 SQ.FT.	0.0885 AC.	291	4,487 SQ.FT.	0.1030 AC.	371	5,612 SQ.FT.	0.1288 AC.
52	4,941 SQ.FT.	0.1134 AC.	132	4,345 SQ.FT.	0.0997 AC.	212	3,998 SQ.FT.	0.0918 AC.	292	4,487 SQ.FT.	0.1030 AC.	372	5,488 SQ.FT.	0.1260 AC.
53	4,601 SQ.FT.	0.1056 AC.	133	4,797 SQ.FT.	0.1101 AC.	213	4,000 SQ.FT.	0.0918 AC.	293	4,470 SQ.FT.	0.1026 AC.	373	5,500 SQ.FT.	0.1263 AC.
54	4,404 SQ.FT.	0.1011 AC.	134	4,944 SQ.FT.	0.1135 AC.	214	4,000 SQ.FT.	0.0918 AC.	294	4,403 SQ.FT.	0.1011 AC.	374	5,500 SQ.FT.	0.1263 AC.
55	4,500 SQ.FT.	0.1033 AC.	135	4,950 SQ.FT.	0.1136 AC.	215	3,989 SQ.FT.	0.0916 AC.	295	4,359 SQ.FT.	0.1001 AC.	375	5,560 SQ.FT.	0.1276 AC.
56	4,500 SQ.FT.	0.1033 AC.	136	4,950 SQ.FT.	0.1136 AC.	216	3,852 SQ.FT.	0.0884 AC.	296	4,500 SQ.FT.	0.1033 AC.	376	5,656 SQ.FT.	0.1298 AC.
57	4,500 SQ.FT.	0.1033 AC.	137	4,950 SQ.FT.	0.1136 AC.	217	4,360 SQ.FT.	0.1001 AC.	297	4,500 SQ.FT.	0.1033 AC.	377	5,500 SQ.FT.	0.1263 AC.
58	4,487 SQ.FT.	0.1030 AC.	138	4,950 SQ.FT.	0.1136 AC.	218	4,200 SQ.FT.	0.0964 AC.	298	4,500 SQ.FT.	0.1033 AC.	378	5,500 SQ.FT.	0.1263 AC.
59	4,500 SQ.FT.	0.1033 AC.	139	4,950 SQ.FT.	0.1136 AC.	219	4,200 SQ.FT.	0.0964 AC.	299	4,361 SQ.FT.	0.1001 AC.	379	5,488 SQ.FT.	0.1260 AC.
60	4,500 SQ.FT.	0.1033 AC.	140	4,950 SQ.FT.	0.1136 AC.	220	4,200 SQ.FT.	0.0964 AC.	300	4,796 SQ.FT.	0.1101 AC.	380	5,488 SQ.FT.	0.1260 AC.
61	4,500 SQ.FT.	0.1033 AC.	141	4,950 SQ.FT.	0.1136 AC.	221	4,200 SQ.FT.	0.0964 AC.	301	4,862 SQ.FT.	0.1116 AC.	381	5,500 SQ.FT.	0.1263 AC.
62	5,000 SQ.FT.	0.1148 AC.	142	4,950 SQ.FT.	0.1136 AC.	222	4,200 SQ.FT.	0.0964 AC.	302	4,766 SQ.FT.	0.1094 AC.	382	5,500 SQ.FT.	0.1263 AC.
63	5,000 SQ.FT.	0.1148 AC.	143	4,943 SQ.FT.	0.1135 AC.	223	4,200 SQ.FT.	0.0964 AC.	303	4,800 SQ.FT.	0.1102 AC.	383	5,800 SQ.FT.	0.1332 AC.
64	5,000 SQ.FT.	0.1148 AC.	144	4,800 SQ.FT.	0.1102 AC.	224	4,200 SQ.FT.	0.0964 AC.	304	4,788 SQ.FT.	0.1099 AC.	384	5,897 SQ.FT.	0.1334 AC.
65	5,160 SQ.FT.	0.1185 AC.	145	4,344 SQ.FT.	0.0997 AC.	225	4,200 SQ.FT.	0.0964 AC.	305	4,788 SQ.FT.	0.1099 AC.	385	5,500 SQ.FT.	0.1263 AC.
66	4,416 SQ.FT.	0.1014 AC.	146	4,498 SQ.FT.	0.1033 AC.	226	4,200 SQ.FT.	0.0964 AC.	306	4,800 SQ.FT.	0.1102 AC.	386	5,500 SQ.FT.	0.1263 AC.
67	4,500 SQ.FT.	0.1033 AC.	147	4,500 SQ.FT.	0.1033 AC.	227	4,200 SQ.FT.	0.0964 AC.	307	4,766 SQ.FT.	0.1094 AC.	387	5,488 SQ.FT.	0.1260 AC.
68	4,500 SQ.FT.	0.1033 AC.	148	4,500 SQ.FT.	0.1033 AC.	228	4,200 SQ.FT.	0.0964 AC.	308	4,862 SQ.FT.	0.1116 AC.	388	4,843 SQ.FT.	0.1112 AC.
69	4,488 SQ.FT.	0.1030 AC.	149	4,500 SQ.FT.	0.1033 AC.	229	4,200 SQ.FT.	0.0964 AC.	309	4,789 SQ.FT.	0.1099 AC.	389	5,000 SQ.FT.	0.1148 AC.
70	5,062 SQ.FT.	0.1162 AC.	150	4,500 SQ.FT.	0.1033 AC.	230	4,200 SQ.FT.	0.0964 AC.	310	4,380 SQ.FT.	0.1006 AC.	390	5,000 SQ.FT.	0.1148 AC.
71	5,000 SQ.FT.	0.1148 AC.	151	4,500 SQ.FT.	0.1033 AC.	231	4,188 SQ.FT.	0.0961 AC.	311	4,797 SQ.FT.	0.1101 AC.	391	5,000 SQ.FT.	0.1148 AC.
72	5,000 SQ.FT.	0.1148 AC.	152	4,500 SQ.FT.	0.1033 AC.	232	4,187 SQ.FT.	0.0961 AC.	312	4,800 SQ.FT.	0.1102 AC.	392	5,000 SQ.FT.	0.1148 AC.
73	4,963 SQ.FT.	0.1140 AC.	153	4,500 SQ.FT.	0.1033 AC.	233	4,200 SQ.FT.	0.0964 AC.	313	4,786 SQ.FT.	0.1094 AC.	393	5,000 SQ.FT.	0.1148 AC.
74	4,500 SQ.FT.	0.1033 AC.	154	4,494 SQ.FT.	0.1032 AC.	234	4,200 SQ.FT.	0.0964 AC.	314	4,800 SQ.FT.	0.1102 AC.	394	5,000 SQ.FT.	0.1148 AC.
75	4,500 SQ.FT.	0.1033 AC.	155	4,487 SQ.FT.	0.1030 AC.	235	4,200 SQ.FT.	0.0964 AC.	315	4,789 SQ.FT.	0.1099 AC.	395	5,000 SQ.FT.	0.1148 AC.
76	4,500 SQ.FT.	0.1033 AC.	156	4,500 SQ.FT.	0.1033 AC.	236	4,200 SQ.FT.	0.0964 AC.	316	4,403 SQ.FT.	0.1011 AC.	396	4,987 SQ.FT.	0.1145 AC.
77	4,500 SQ.FT.	0.1033 AC.	157	4,500 SQ.FT.	0.1033 AC.	237	4,200 SQ.FT.	0.0964 AC.	317	4,500 SQ.FT.	0.1033 AC.	397	5,088 SQ.FT.	0.1168 AC.
78	4,500 SQ.FT.	0.1033 AC.	158	4,500 SQ.FT.	0.1033 AC.	238	4,200 SQ.FT.	0.0964 AC.	318	4,500 SQ.FT.	0.1033 AC.	398	5,100 SQ.FT.	0.1171 AC.
79	4,500 SQ.FT.	0.1033 AC.	159	4,500 SQ.FT.	0.1033 AC.	239	4,200 SQ.FT.	0.0964 AC.	319	4,500 SQ.FT.	0.1033 AC.	399	5,100 SQ.FT.	0.1171 AC.
80	4,500 SQ.FT.	0.1033 AC.	160	4,500 SQ.FT.	0.1033 AC.	240	4,200 SQ.FT.	0.0964 AC.	320	4,500 SQ.FT.	0.1033 AC.	400	4,842 SQ.FT.	0.1111 AC.
TOTAL UNIT AREA		42.4214 ACRES	1,847,874 SQ. FT.											

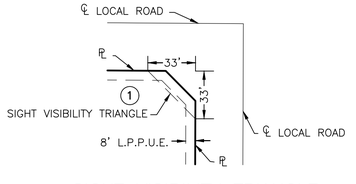
OPEN SPACE AREAS			USE
OPEN SPACE "A"	4.9637 ACRES	216,219 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS SEWER EASEMENT
OPEN SPACE "B"	0.4923 ACRES	21,466 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "C"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "D"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "E"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "F"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "G"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "H"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "I"	0.4688 ACRES	20,420 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "J"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "K"	3.8714 ACRES	168,639 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS SEWER EASEMENT, INGRESS & EGRESS EASEMENT
OPEN SPACE "L"	6.9275 ACRES	301,763 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "M"	0.0390 ACRES	1,700 SQ. FT.	LANDSCAPE
OPEN SPACE "N"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "O"	0.0390 ACRES	1,700 SQ. FT.	LANDSCAPE
OPEN SPACE "P"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "Q"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "R"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "S"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "T"	3.6014 ACRES	156,876 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "U"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "V"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "W"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "X"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "Y"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "Z"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "AA"	0.8046 ACRES	35,049 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "BB"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "CC"	4.4115 ACRES	192,167 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "DD"	3.0754 ACRES	133,964 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "EE"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "FF"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "GG"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "HH"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "II"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "JJ"	0.0390 ACRES	1,700 SQ. FT.	LANDSCAPE
OPEN SPACE "KK"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "LL"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "MM"	0.1928 ACRES	8,400 SQ. FT.	LANDSCAPE, DRAINAGE, PEDESTRIAN ACCESS
OPEN SPACE "NN"	0.0781 ACRES	3,400 SQ. FT.	LANDSCAPE
OPEN SPACE "OO"	0.7547 ACRES	32,873 SQ. FT.	LANDSCAPE
TOTAL	30.5761 ACRES	1,331,855 SQ. FT.	

LEGEND

	INDICATES A CORNER OF FINAL PLAT. SET A 1/2" BAR. UNLESS NOTED OTHERWISE
◉	INDICATES SURVEY MONUMENT M.A.G. DET. 120-1-"B"
BCF	INDICATES BRASS CAP FLUSH
M.C.R.	INDICATES MARICOPA COUNTY RECORDER
LPPUE	INDICATES LIMITED PURPOSE PUBLIC UTILITY EASEMENT
V.N.A.E.	INDICATES VEHICULAR NON-ACCESS EASEMENT
SVT	INDICATES SITE VISIBILITY TRIANGLE
℄	INDICATES CENTER LINE
P.L.	INDICATES PROPERTY LINE
R/W	INDICATES RIGHT OF WAY

AREA DATA

UNIT AREA = 1,847,874 SQ. FT. 42.4214 ACRES
OPEN SPACE AREA = 1,331,855 SQ. FT. 30.5761 ACRES
RIGHT OF WAY = 165,578 SQ. FT. 3.8011 ACRES
PRIVATE STREETS = 1,030,849 SQ. FT. 23.6650 ACRES
GROSS AREA = 4,376,156 SQ. FT. 100.4627 ACRES
NET AREA = 4,210,578 SQ. FT. 96.6616 ACRES (NET = GROSS MINUS RIGHT OF WAY



SIGHT VISIBILITY TRIANGLE (1)
N.T.S.
NOTE:
DETAIL PERTAINS TO ALL INTERSECTIONS

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd. Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

MINOR SUBDIVISION PLAT
DETAIL SHEET
ARROYO VERDE

BUCKEYE ARIZONA

Revised
01/22/24
02/12/24

Date
08/22/23
As-Built
.
Job No.
210101

3 OF 20

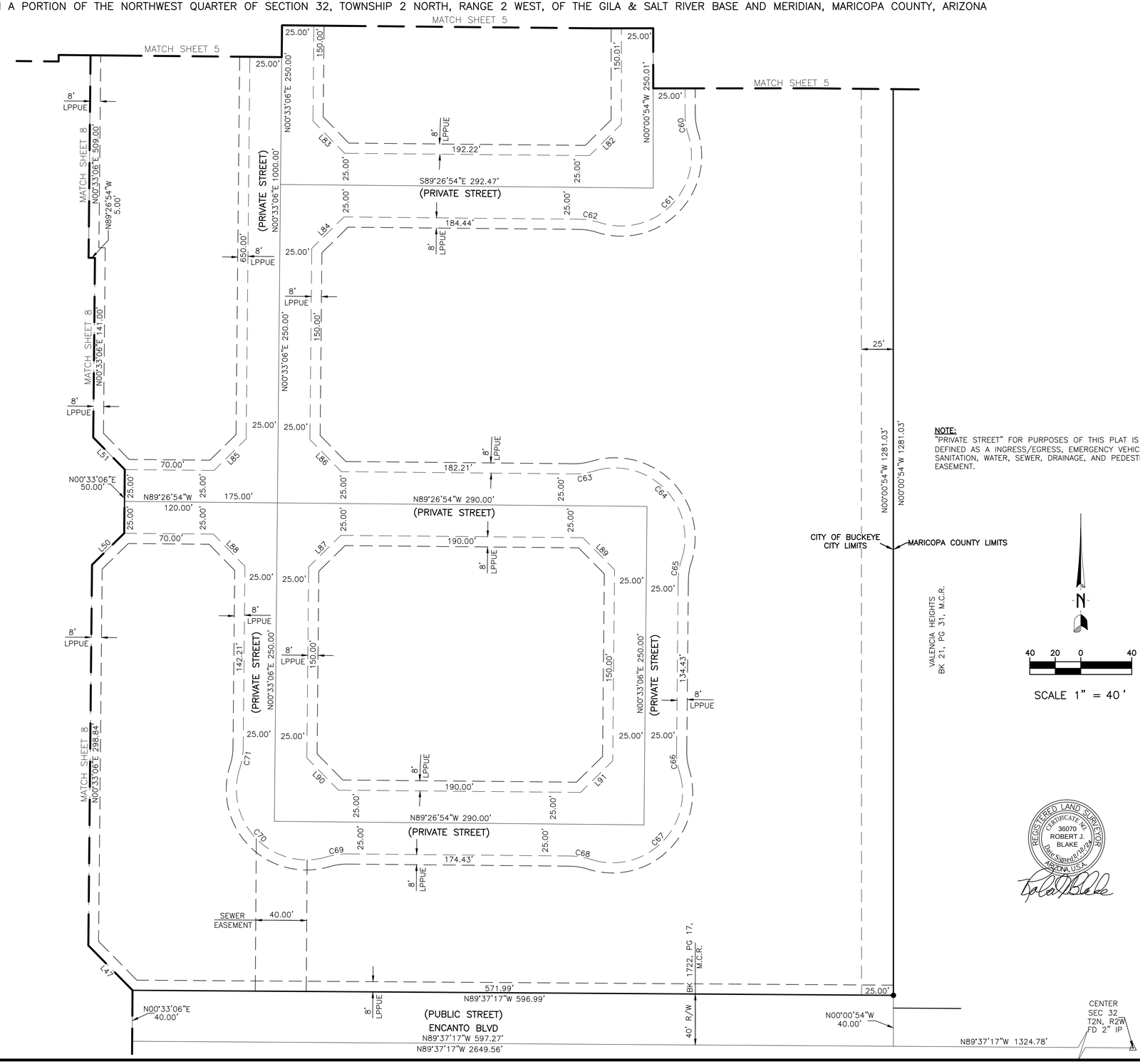
PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C60	16.65'	55.00'	017°20'37"
C61	120.23'	55.00'	125°15'06"
C62	16.65'	55.00'	017°20'29"
C63	16.65'	55.00'	017°20'29"
C64	119.69'	55.00'	124°40'58"
C65	16.65'	55.00'	017°20'29"
C66	16.65'	55.00'	017°20'29"
C67	119.69'	55.00'	124°40'58"
C68	16.65'	55.00'	017°20'29"
C69	16.65'	55.00'	017°20'29"
C70	119.69'	55.00'	124°40'58"
C71	16.65'	55.00'	017°20'29"

LINE TABLE		
LINE #	LENGTH	BEARING
L47	49.42'	N44°32'05"W
L50	35.36'	N45°33'06"E
L51	35.36'	N44°26'54"W
L82	35.18'	N45°16'06"E
L83	35.36'	N44°26'54"W
L84	35.36'	N45°33'06"E
L85	35.42'	N45°33'06"E
L86	35.42'	N44°26'54"W
L87	35.36'	N45°33'06"E
L88	35.36'	N44°26'54"W
L89	35.36'	N44°26'54"W
L90	35.36'	N44°26'54"W
L91	35.36'	N45°33'06"E



NOTE:
"PRIVATE STREET" FOR PURPOSES OF THIS PLAT IS DEFINED AS A INGRESS/EGRESS, EMERGENCY VEHICLE, SANITATION, WATER, SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J BLAKE
Date Signed 02/12/24
ARIZONA, U.S.A.

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd. Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

MINOR SUBDIVISION PLAT
ONSITE ROADWAY AND EASEMENT PALN
ARROYO VERDE
BUCKEYE ARIZONA

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02/12/24

Date
08/22/23
As-Built
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Job No.
210101

4 OF 20

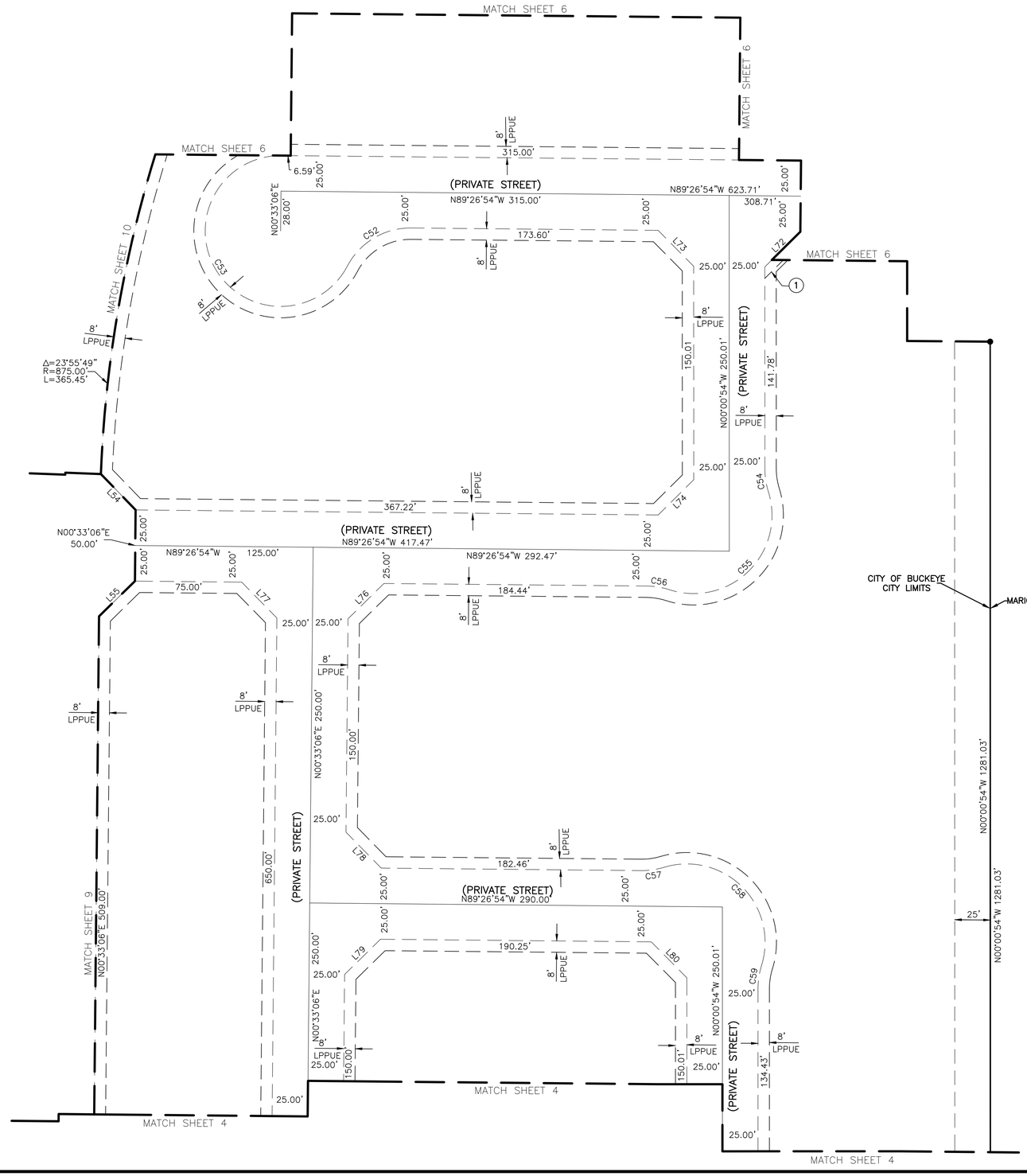
FP3.DWG

PLZS-22-00061

213

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C52	54.85'	50.00'	062°51'03"
C53	224.64'	53.00'	242°51'03"
C54	16.65'	55.00'	017°20'37"
C55	120.23'	55.00'	125°15'06"
C56	16.65'	55.00'	017°20'29"
C57	16.65'	55.00'	017°20'29"
C58	119.14'	55.00'	124°06'59"
C59	16.65'	55.00'	017°20'29"

LINE TABLE		
LINE #	LENGTH	BEARING
L54	35.10'	N44°02'15"W
L55	35.36'	N45°33'06"E
L72	35.11'	N45°16'06"E
L73	35.53'	N44°43'54"W
L74	35.18'	N45°16'06"E
L76	35.36'	N45°33'06"E
L77	35.36'	N44°26'54"W
L78	35.36'	N44°26'54"W
L79	35.36'	N45°33'06"E
L80	35.53'	N44°43'54"W

NOTE:
"PRIVATE STREET" FOR PURPOSES OF THIS PLAT IS DEFINED AS A INGRESS/EGRESS, EMERGENCY VEHICLE, SANITATION, WATER, SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J
BLAKE
Date Signed 02/12/24
ARIZONA, USA

Call at least two full working days before you begin excavation.
ARIZONA 811
Arizona Blue Stake Inc.
Dial 8-1-1 or 1-800-STAKE-IT (782-5348)
In Maricopa County: (602) 263-1100

CLOUSE ENGINEERING, INC., SHALL NOT BE LIABLE FOR ANY PORTION OF WORK NOT CONFORMING TO APPROVED PLANS SHOULD THEIR STAKES BE FOUND MISSING OR DISTURBED.

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MINOR SUBDIVISION PLAT
ONSITE ROADWAY AND EASEMENT PALN
ARROYO VERDE
BUCKEYE ARIZONA

Revised
01/10/24
01/22/24
02/12/24

Date
08/22/23

As-Built
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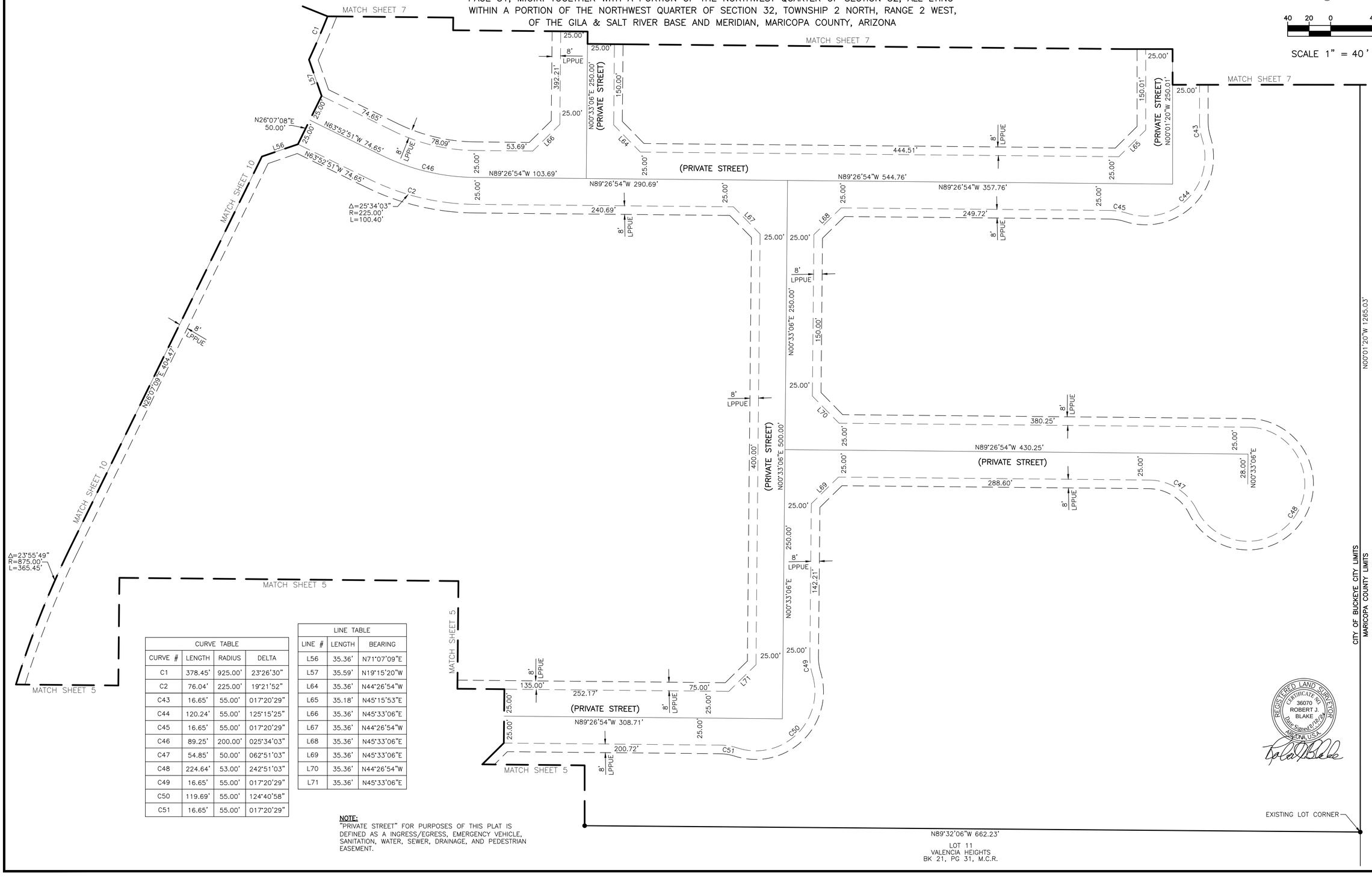
Job No.
210101

5 OF 20

PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	378.45'	925.00'	23°26'30"
C2	76.04'	225.00'	19°21'52"
C43	16.65'	55.00'	017°20'29"
C44	120.24'	55.00'	125°15'25"
C45	16.65'	55.00'	017°20'29"
C46	89.25'	200.00'	025°34'03"
C47	54.85'	50.00'	062°51'03"
C48	224.64'	53.00'	242°51'03"
C49	16.65'	55.00'	017°20'29"
C50	119.69'	55.00'	124°40'58"
C51	16.65'	55.00'	017°20'29"

LINE TABLE		
LINE #	LENGTH	BEARING
L56	35.36'	N71°07'09"E
L57	35.59'	N19°15'20"W
L64	35.36'	N44°26'54"W
L65	35.18'	N45°15'53"E
L66	35.36'	N45°33'06"E
L67	35.36'	N44°26'54"W
L68	35.36'	N45°33'06"E
L69	35.36'	N45°33'06"E
L70	35.36'	N44°26'54"W
L71	35.36'	N45°33'06"E

NOTE:
"PRIVATE STREET" FOR PURPOSES OF THIS PLAT IS DEFINED AS A INGRESS/EGRESS, EMERGENCY VEHICLE, SANITATION, WATER, SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

N
40 20 0 40
SCALE 1" = 40'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 12-19-23
ARIZONA, USA

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
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MINOR SUBDIVISION PLAT
ONSITE ROADWAY AND EASEMENT PALN
ARROYO VERDE
BUCKEYE ARIZONA

Revised
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02/12/24

Date
08/22/23
As-Built
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Job No.
210101

6 OF 20

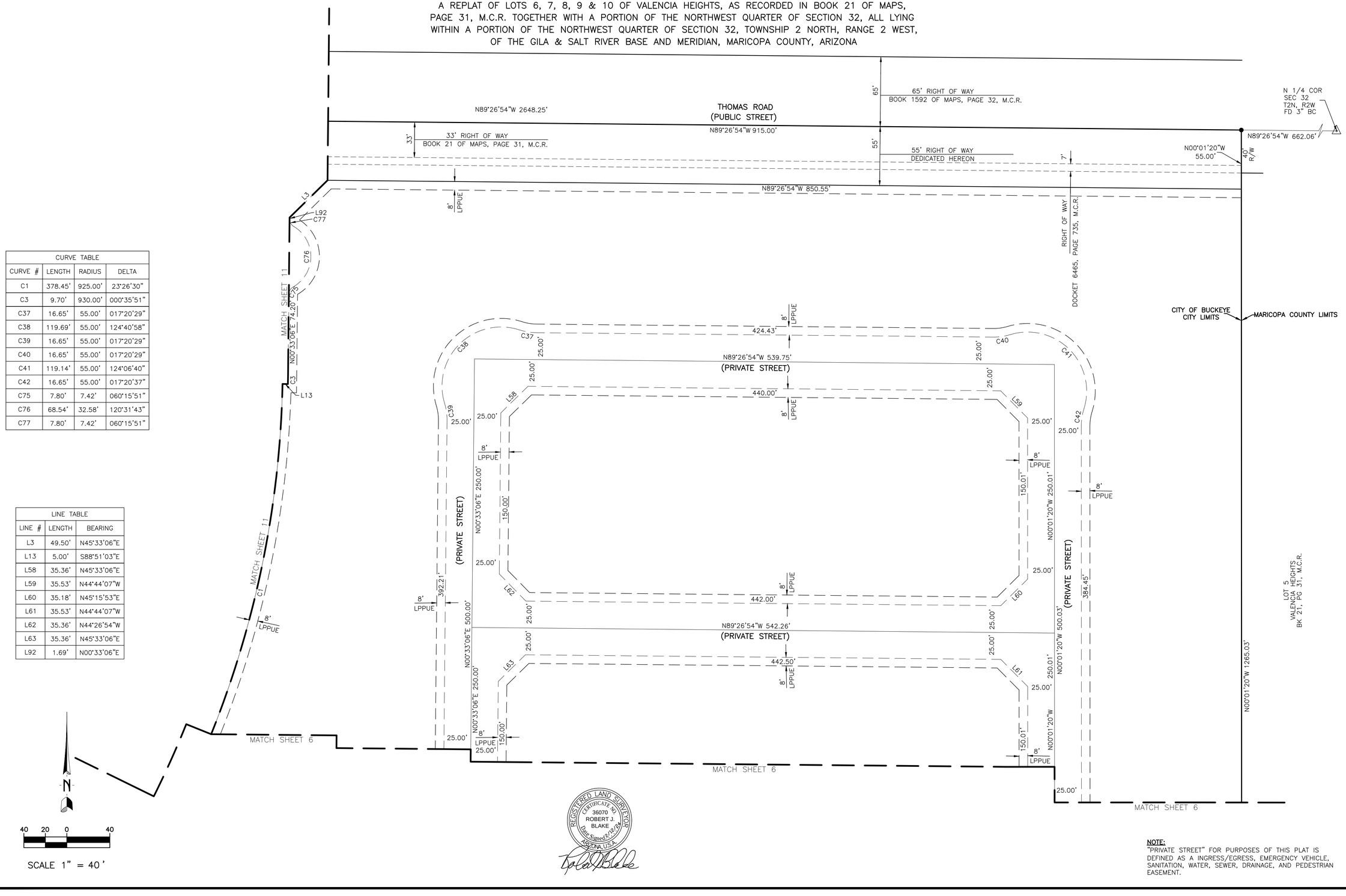
PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	378.45'	925.00'	23°26'30"
C3	9.70'	930.00'	000°35'51"
C37	16.65'	55.00'	017°20'29"
C38	119.69'	55.00'	124°40'58"
C39	16.65'	55.00'	017°20'29"
C40	16.65'	55.00'	017°20'29"
C41	119.14'	55.00'	124°06'40"
C42	16.65'	55.00'	017°20'37"
C75	7.80'	7.42'	060°15'51"
C76	68.54'	32.58'	120°31'43"
C77	7.80'	7.42'	060°15'51"

LINE TABLE		
LINE #	LENGTH	BEARING
L3	49.50'	N45°33'06"E
L13	5.00'	S88°51'03"E
L58	35.36'	N45°33'06"E
L59	35.53'	N44°44'07"W
L60	35.18'	N45°15'53"E
L61	35.53'	N44°44'07"W
L62	35.36'	N44°26'54"W
L63	35.36'	N45°33'06"E
L92	1.69'	N00°33'06"E



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 12/15/23
ARIZONA, U.S.A.

NOTE:
"PRIVATE STREET" FOR PURPOSES OF THIS PLAT IS DEFINED AS A INGRESS/EGRESS, EMERGENCY VEHICLE, SANITATION, WATER, SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
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MINOR SUBDIVISION PLAT
ONSITE ROADWAY AND EASEMENT PALN
ARROYO VERDE
BUCKEYE ARIZONA

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02/12/24

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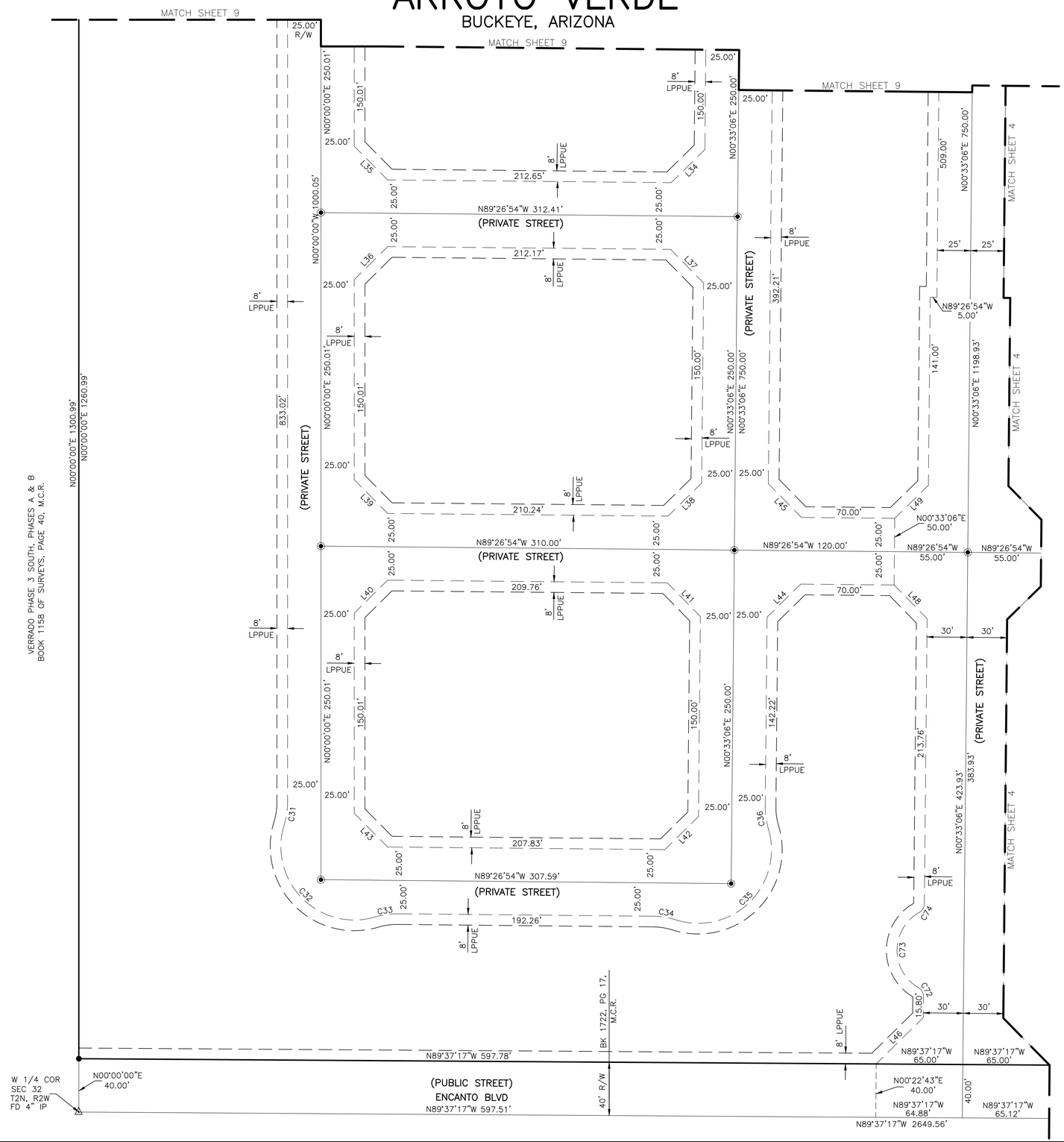
7 OF 20

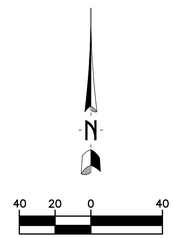
PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C31	16.65'	55.00'	017°20'29"
C32	119.16'	55.00'	124°07'52"
C33	16.65'	55.00'	017°20'29"
C34	16.65'	55.00'	017°20'29"
C35	119.69'	55.00'	124°40'58"
C36	16.65'	55.00'	017°20'29"
C72	7.80'	7.42'	060°15'51"
C73	68.54'	32.58'	120°31'43"
C74	7.80'	7.42'	060°15'51"

LINE TABLE		
LINE #	LENGTH	BEARING
L34	35.36'	N45°33'06"E
L35	35.53'	N44°43'27"W
L36	35.18'	N45°16'33"E
L37	35.36'	N44°26'54"W
L38	35.36'	N45°33'06"E
L39	35.53'	N44°43'27"W
L40	35.18'	N45°16'33"E
L41	35.36'	N44°26'54"W
L42	35.36'	N45°33'06"E
L43	35.53'	N44°43'27"W
L44	35.36'	N45°33'06"E
L45	35.42'	N44°26'54"W
L46	49.57'	S45°27'55"W
L48	35.36'	S44°26'54"E
L49	35.36'	S45°33'06"W





SCALE 1" = 40'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J. BLAKE
Date Signed 2/12/24
ARIZONA, U.S.A.

NOTE:
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MINOR SUBDIVISION PLAT
ONSITE ROADWAY AND EASEMENT PALN
ARROYO VERDE
BUCKEYE ARIZONA

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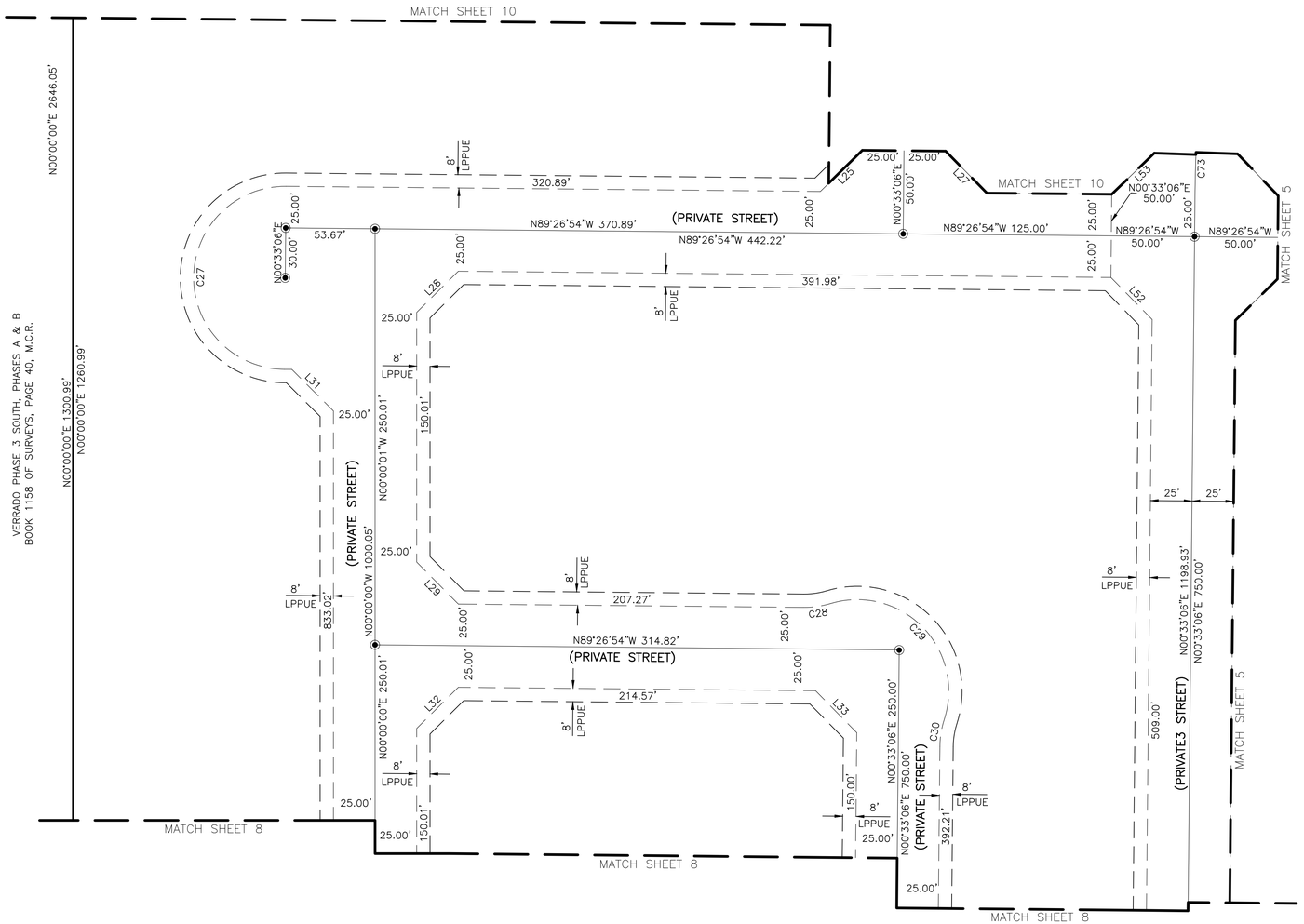
MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

LINE TABLE		
LINE #	LENGTH	BEARING
L25	35.36'	N45°33'06"E
L27	35.36'	S44°26'54"E
L28	35.18'	N45°16'33"E
L29	35.53'	N44°43'27"W
L31	35.36'	N45°00'00"W
L32	35.18'	N45°16'33"E
L33	35.36'	N44°26'54"W
L52	35.36'	S44°26'54"E
L53	35.59'	N45°56'20"E

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C27	172.79'	55.00'	180°00'01"
C28	16.65'	55.00'	017°20'29"
C29	119.69'	55.00'	124°40'58"
C30	16.65'	55.00'	017°20'29"
C73	401.61'	900.00'	025°34'03"



SCALE 1" = 40'

NOTE:
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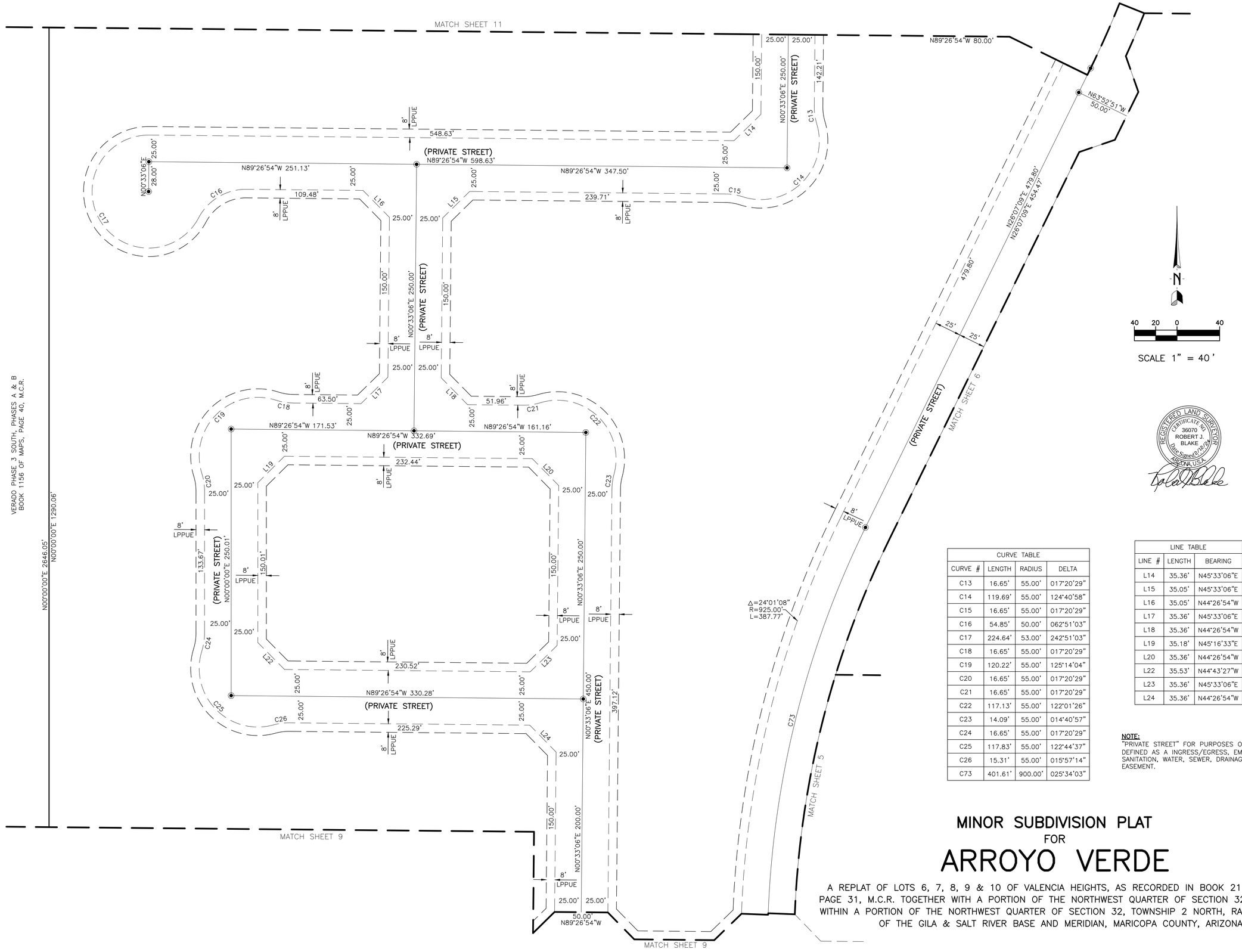

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J. BLAKE
Date Signed 12-15-23
ARIZONA, U.S.A.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C13	16.65'	55.00'	017°20'29"
C14	119.69'	55.00'	124°40'58"
C15	16.65'	55.00'	017°20'29"
C16	54.85'	50.00'	062°51'03"
C17	224.64'	53.00'	242°51'03"
C18	16.65'	55.00'	017°20'29"
C19	120.22'	55.00'	125°14'04"
C20	16.65'	55.00'	017°20'29"
C21	16.65'	55.00'	017°20'29"
C22	117.13'	55.00'	122°01'26"
C23	14.09'	55.00'	014°40'57"
C24	16.65'	55.00'	017°20'29"
C25	117.83'	55.00'	122°44'37"
C26	15.31'	55.00'	015°57'14"
C73	401.61'	900.00'	025°34'03"

LINE TABLE		
LINE #	LENGTH	BEARING
L14	35.36'	N45°33'06"E
L15	35.05'	N45°33'06"E
L16	35.05'	N44°26'54"W
L17	35.36'	N45°33'06"E
L18	35.36'	N44°26'54"W
L19	35.18'	N45°16'33"E
L20	35.36'	N44°26'54"W
L22	35.53'	N44°43'27"W
L23	35.36'	N45°33'06"E
L24	35.36'	N44°26'54"W

NOTE:
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MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

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ARIZONA

MINOR SUBDIVISION PLAT
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ARROYO VERDE
BUCKEYE

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210101

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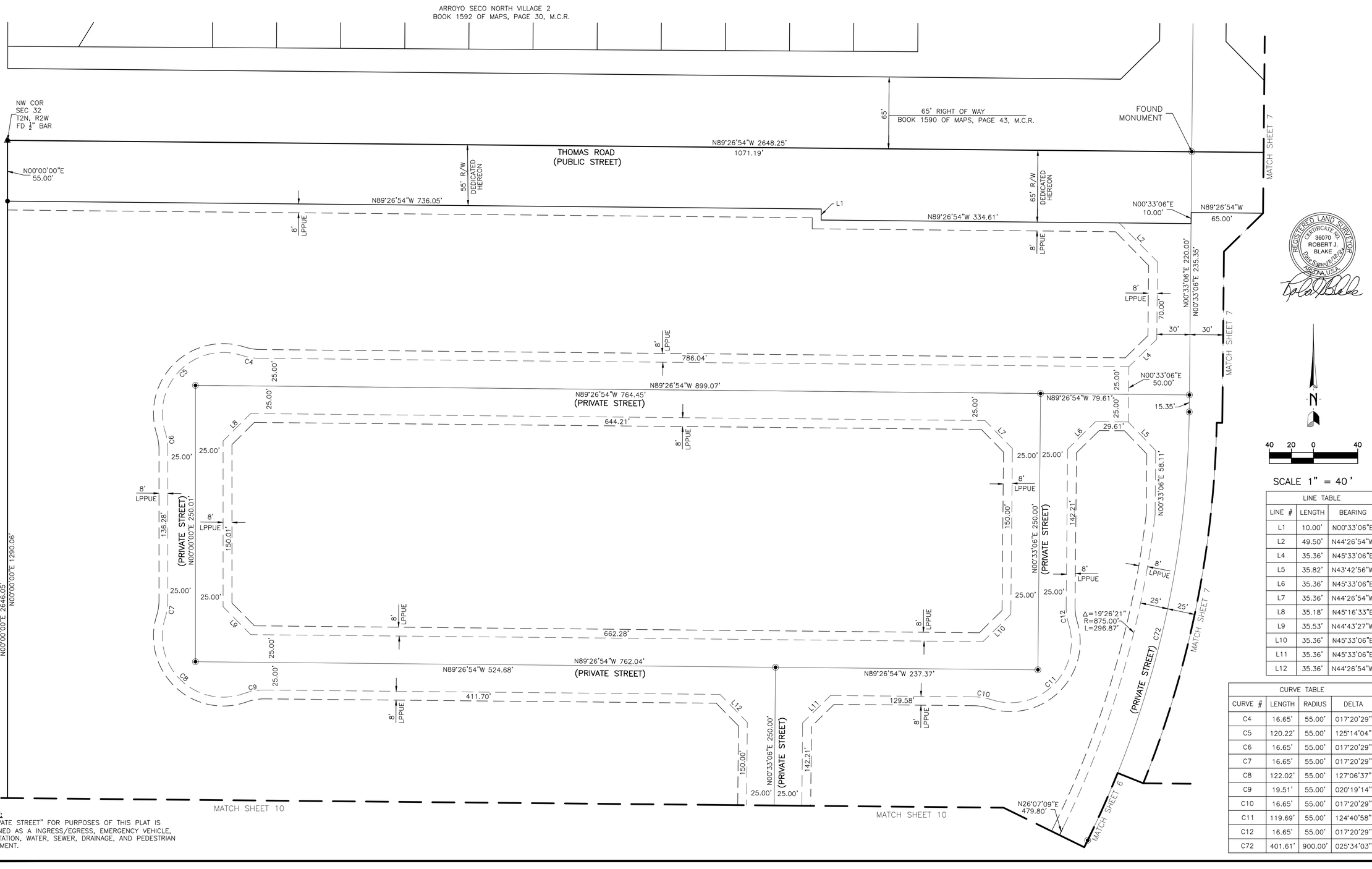
PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.00'	N00°33'06"E
L2	49.50'	N44°26'54"W
L4	35.36'	N45°33'06"E
L5	35.82'	N43°42'56"W
L6	35.36'	N45°33'06"E
L7	35.36'	N44°26'54"W
L8	35.18'	N45°16'33"E
L9	35.53'	N44°43'27"W
L10	35.36'	N45°33'06"E
L11	35.36'	N45°33'06"E
L12	35.36'	N44°26'54"W

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	16.65'	55.00'	017°20'29"
C5	120.22'	55.00'	125°14'04"
C6	16.65'	55.00'	017°20'29"
C7	16.65'	55.00'	017°20'29"
C8	122.02'	55.00'	127°06'37"
C9	19.51'	55.00'	020°19'14"
C10	16.65'	55.00'	017°20'29"
C11	119.69'	55.00'	124°40'58"
C12	16.65'	55.00'	017°20'29"
C72	401.61'	900.00'	025°34'03"

NOTE:
"PRIVATE STREET" FOR PURPOSES OF THIS PLAT IS DEFINED AS A INGRESS/EGRESS, EMERGENCY VEHICLE, SANITATION, WATER, SEWER, DRAINAGE, AND PEDESTRIAN EASEMENT.

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J. BLAKE
Date Signed 8/22/23
ARIZONA U.S.A.

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
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MINOR SUBDIVISION PLAT
ONSITE ROADWAY AND EASEMENT PALN
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ARIZONA
BUCKEYE

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11 OF 20

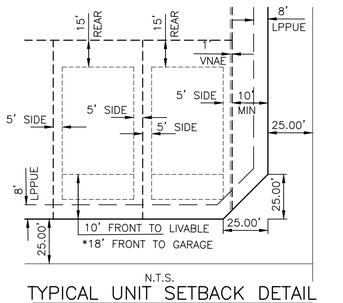
PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C60	16.65'	55.00'	017°20'37"
C61	120.23'	55.00'	125°15'06"
C62	16.65'	55.00'	017°20'29"
C63	16.65'	55.00'	017°20'29"
C64	119.69'	55.00'	124°40'58"
C65	16.65'	55.00'	017°20'29"
C66	16.65'	55.00'	017°20'29"
C67	119.69'	55.00'	124°40'58"
C68	16.65'	55.00'	017°20'29"
C69	16.65'	55.00'	017°20'29"
C70	119.69'	55.00'	124°40'58"
C71	16.65'	55.00'	017°20'29"

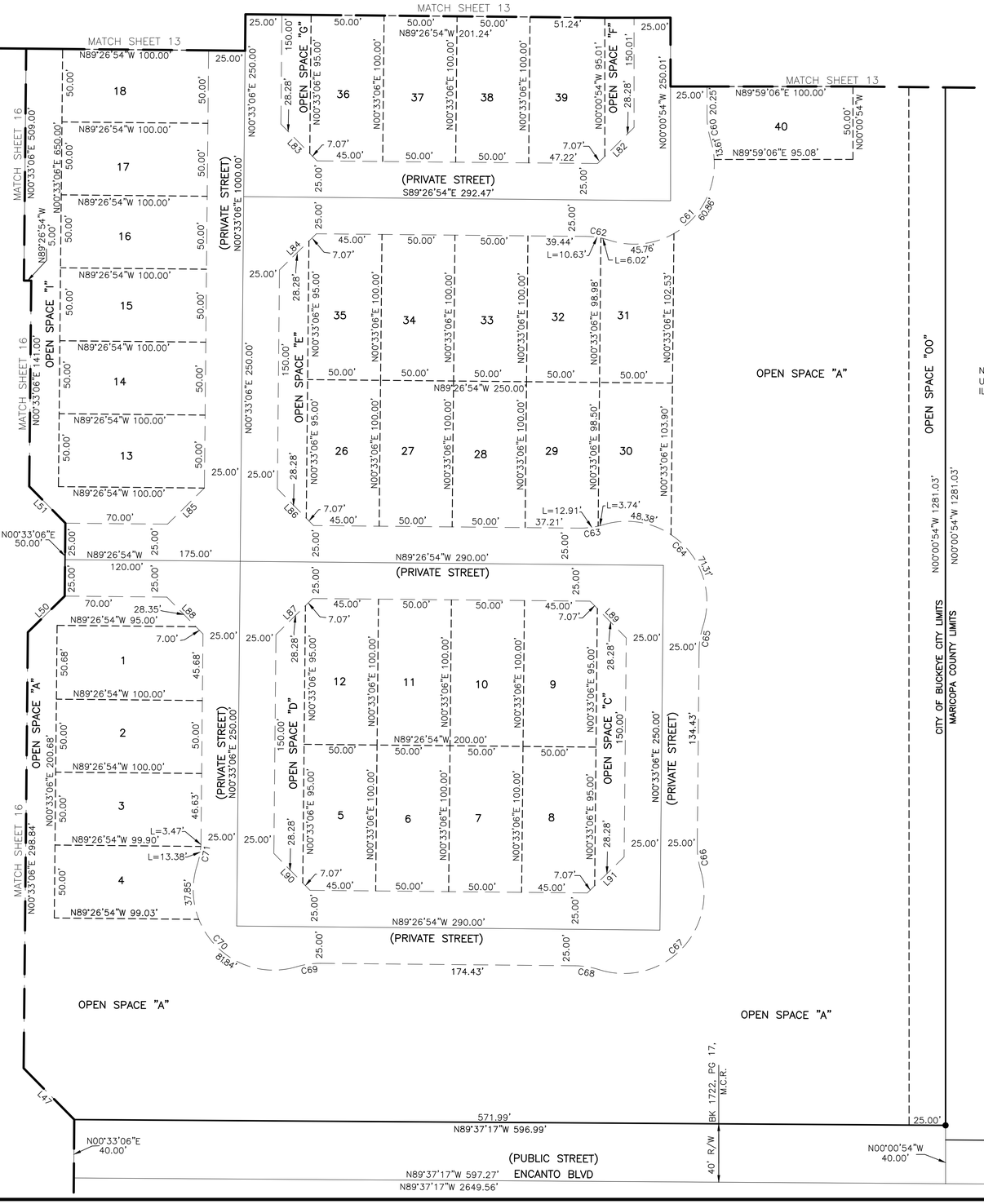
LINE TABLE		
LINE #	LENGTH	BEARING
L47	49.42'	N44°32'05"W
L50	35.36'	N45°33'06"E
L51	35.36'	N44°26'54"W
L82	35.18'	N45°16'06"E
L83	35.36'	N44°26'54"W
L84	35.36'	N45°33'06"E
L85	35.42'	N45°33'06"E
L86	35.42'	N44°26'54"W
L87	35.36'	N45°33'06"E
L88	35.36'	N44°26'54"W
L89	35.36'	N44°26'54"W
L90	35.36'	N44°26'54"W
L91	35.36'	N45°33'06"E



N.T.S.

TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT



OPEN SPACE "A"

OPEN SPACE "A"

NOTE:
UNIT BOUNDARIES (DASHED LINES) ARE SHOWN FOR ILLUSTRATING LEASED AREAS PURPOSES ONLY.

N

40 20 0 40

SCALE 1" = 40'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 2/12/24
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MINOR SUBDIVISION PLAT
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ARROYO VERDE
BUCKEYE ARIZONA

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12 OF 20

PLZS-22-00061

MINOR SUBDIVISION PLAT
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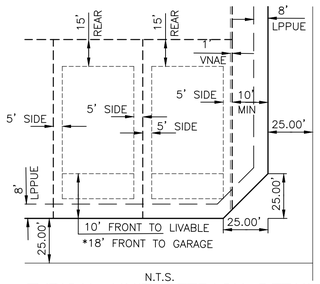
ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

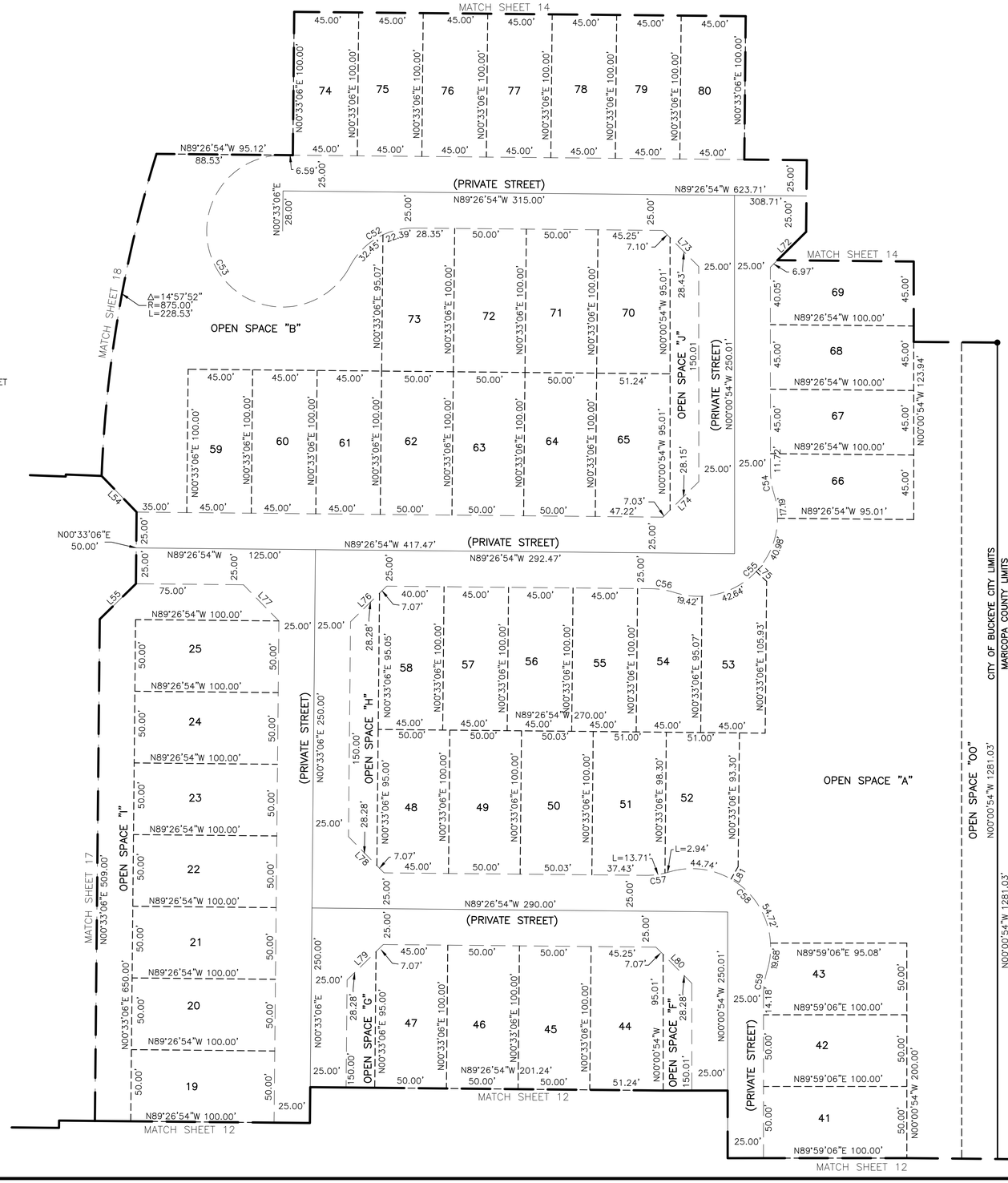


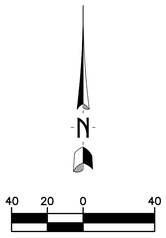
TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C52	54.85'	50.00'	062°51'03"
C53	224.64'	53.00'	242°51'03"
C54	16.65'	55.00'	017°20'37"
C55	120.23'	55.00'	125°15'06"
C56	16.65'	55.00'	017°20'29"
C57	16.65'	55.00'	017°20'29"
C58	119.14'	55.00'	124°06'59"
C59	16.65'	55.00'	017°20'29"

LINE TABLE		
LINE #	LENGTH	BEARING
L54	35.10'	N44°02'15"W
L55	35.36'	N45°33'06"E
L72	35.11'	N45°16'06"E
L73	35.53'	N44°43'54"W
L74	35.18'	N45°16'06"E
L75	10.00'	N46°45'21"W
L76	35.36'	N45°33'06"E
L77	35.36'	N44°26'54"W
L78	35.36'	N44°26'54"W
L79	35.36'	N45°33'06"E
L80	35.53'	N44°43'54"W
L81	10.00'	N29°49'20"E





SCALE 1" = 40'

NOTE:
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PLZS-22-00061

MINOR SUBDIVISION PLAT
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ARROYO VERDE
BUCKEYE, ARIZONA

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

NOTE:
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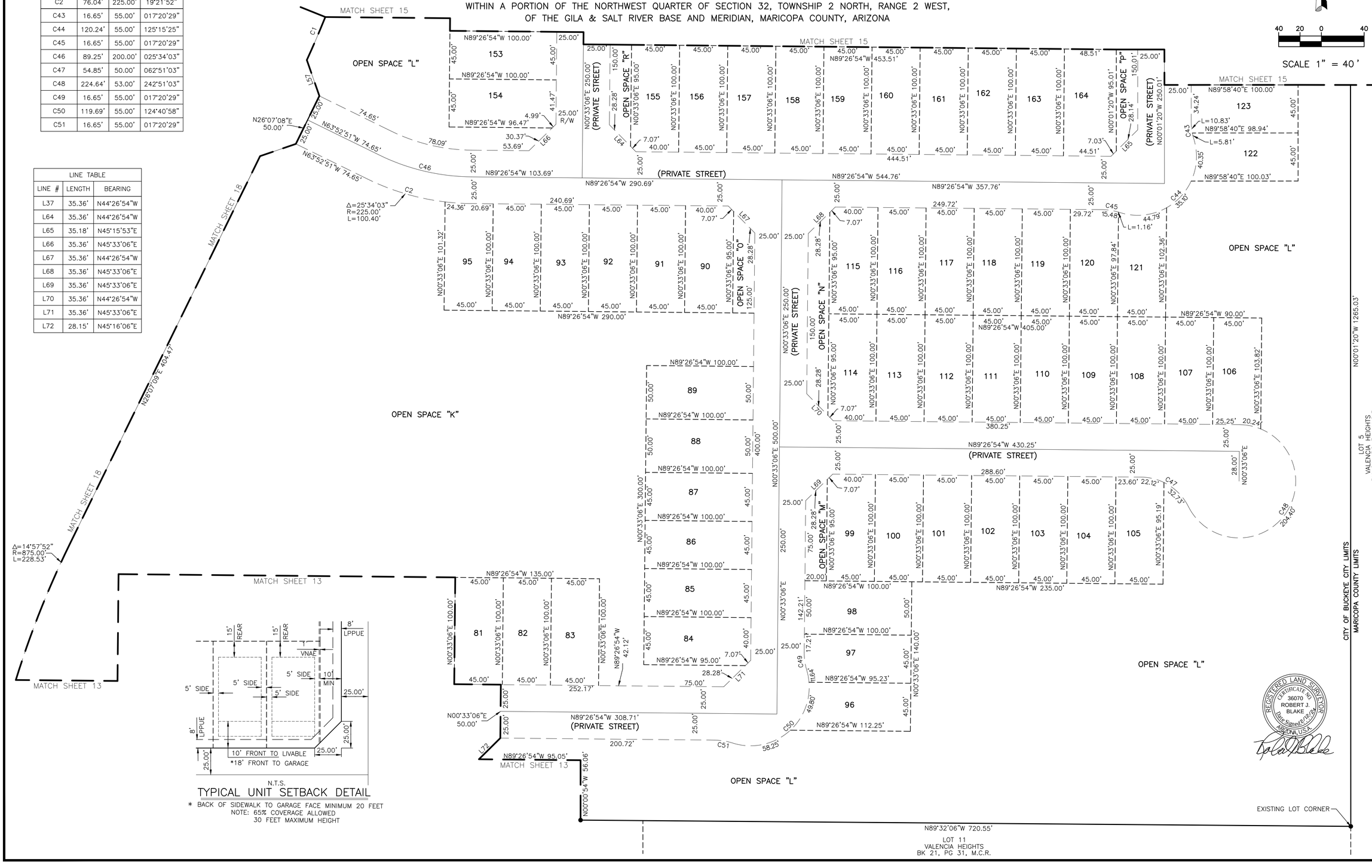
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	378.45'	925.00'	23°26'30"
C2	76.04'	225.00'	19°21'52"
C43	16.65'	55.00'	017°20'29"
C44	120.24'	55.00'	125°15'25"
C45	16.65'	55.00'	017°20'29"
C46	89.25'	200.00'	025°34'03"
C47	54.85'	50.00'	062°51'03"
C48	224.64'	53.00'	242°51'03"
C49	16.65'	55.00'	017°20'29"
C50	119.69'	55.00'	124°40'58"
C51	16.65'	55.00'	017°20'29"

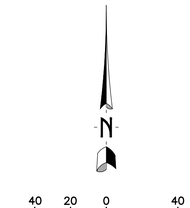
LINE TABLE		
LINE #	LENGTH	BEARING
L37	35.36'	N44°26'54"W
L64	35.36'	N44°26'54"W
L65	35.18'	N45°15'53"E
L66	35.36'	N45°33'06"E
L67	35.36'	N44°26'54"W
L68	35.36'	N45°33'06"E
L69	35.36'	N45°33'06"E
L70	35.36'	N44°26'54"W
L71	35.36'	N45°33'06"E
L72	28.15'	N45°16'06"E



N.T.S.

TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT



SCALE 1" = 40'

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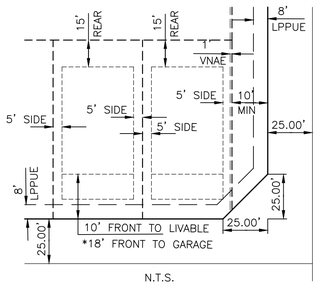
MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA

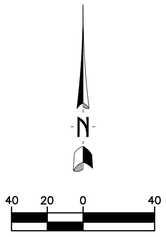
A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



N.T.S.

TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT



SCALE 1" = 40'

NOTE:
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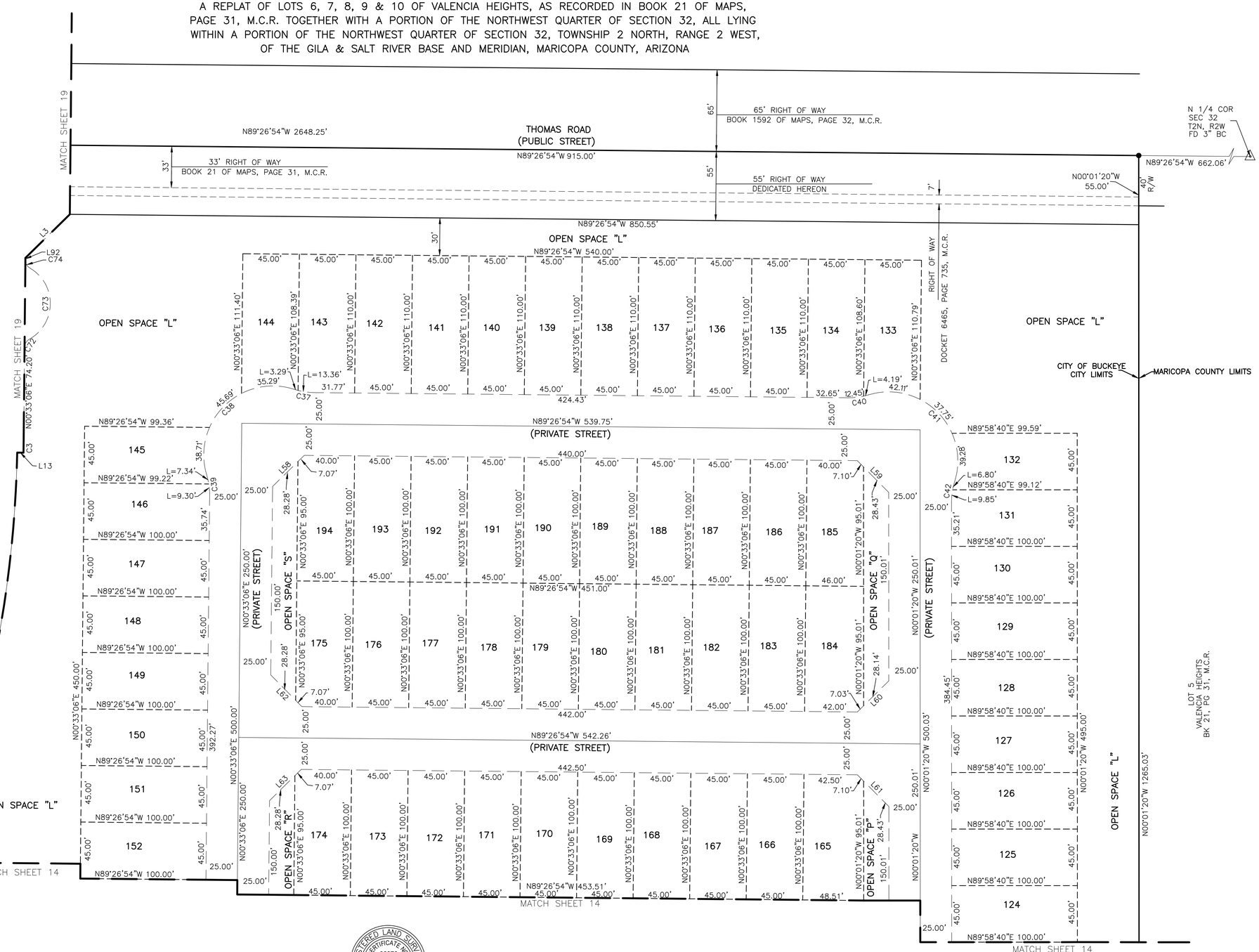
CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	378.45'	925.00'	23°26'30"
C3	9.70'	930.00'	000°35'51"
C37	16.65'	55.00'	017°20'29"
C38	119.69'	55.00'	124°40'58"
C39	16.65'	55.00'	017°20'29"
C40	16.65'	55.00'	017°20'29"
C41	119.14'	55.00'	124°06'40"
C42	16.65'	55.00'	017°20'37"
C72	7.80'	7.42'	060°15'51"
C73	68.54'	32.58'	120°31'43"
C74	7.80'	7.42'	060°15'51"

LINE TABLE		
LINE #	LENGTH	BEARING
L3	49.50'	N45°33'06"E
L13	5.00'	S88°51'03"E
L58	35.36'	N45°33'06"E
L59	35.53'	N44°44'07"W
L60	35.18'	N45°15'53"E
L61	35.53'	N44°44'07"W
L62	35.36'	N44°26'54"W
L63	35.36'	N45°33'06"E
L92	1.69'	N00°33'06"E



REGISTERED LAND SURVEYOR
CERTIFICATE NO
36070
ROBERT J.
BLAKE
Date Signed 8/22/23
ARIZONA, U.S.A.

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MINOR SUBDIVISION PLAT
UNIT LEASING PLAN
ARROYO VERDE

BUCKEYE

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210101

15 OF 20

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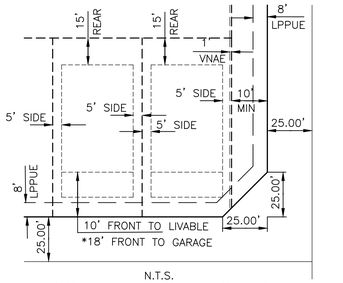
MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE
BUCKEYE, ARIZONA



N.T.S.

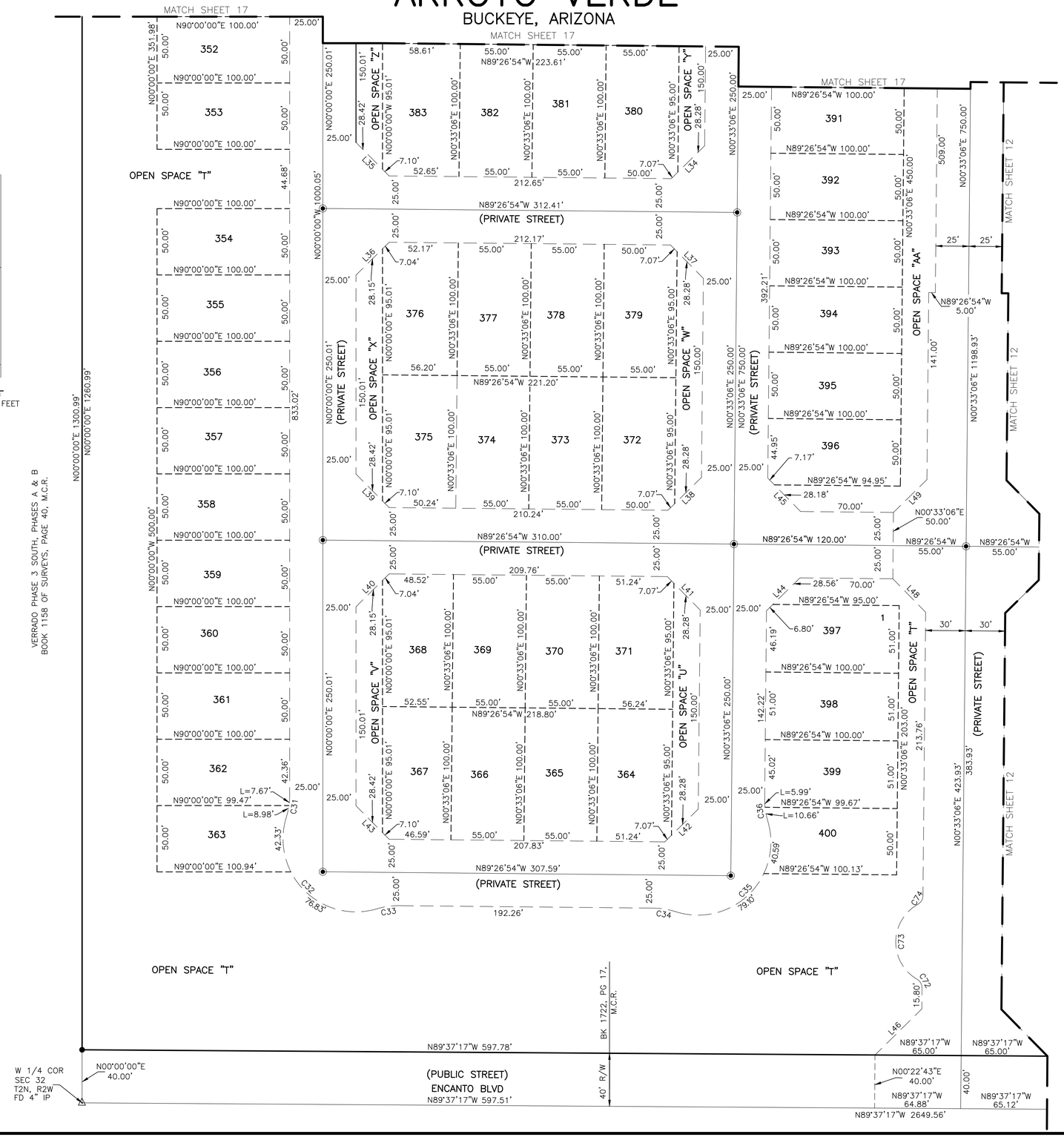
TYPICAL UNIT SETBACK DETAIL

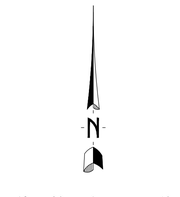
* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C31	16.65'	55.00'	017°20'29"
C32	119.16'	55.00'	124°07'52"
C33	16.65'	55.00'	017°20'29"
C34	16.65'	55.00'	017°20'29"
C35	119.69'	55.00'	124°40'58"
C36	16.65'	55.00'	017°20'29"
C75	7.80'	7.42'	060°15'51"
C76	68.54'	32.58'	120°31'43"
C77	7.80'	7.42'	060°15'51"

LINE TABLE		
LINE #	LENGTH	BEARING
L34	35.36'	N45°33'06"E
L35	35.53'	N44°43'27"W
L36	35.18'	N45°16'33"E
L37	35.36'	N44°26'54"W
L38	35.36'	N45°33'06"E
L39	35.53'	N44°43'27"W
L40	35.18'	N45°16'33"E
L41	35.36'	N44°26'54"W
L42	35.36'	N45°33'06"E
L43	35.53'	N44°43'27"W
L44	35.36'	N45°33'06"E
L45	35.42'	N44°26'54"W
L46	49.57'	S45°27'55"W
L48	35.36'	S44°26'54"E
L49	35.36'	S45°33'06"W

VERRADO PHASE 3 SOUTH, PHASES A & B
BOOK 1158 OF SURVEYS, PAGE 40, M.C.R.





SCALE 1" = 40'

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BUCKEYE, ARIZONA

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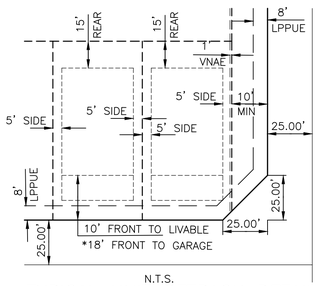


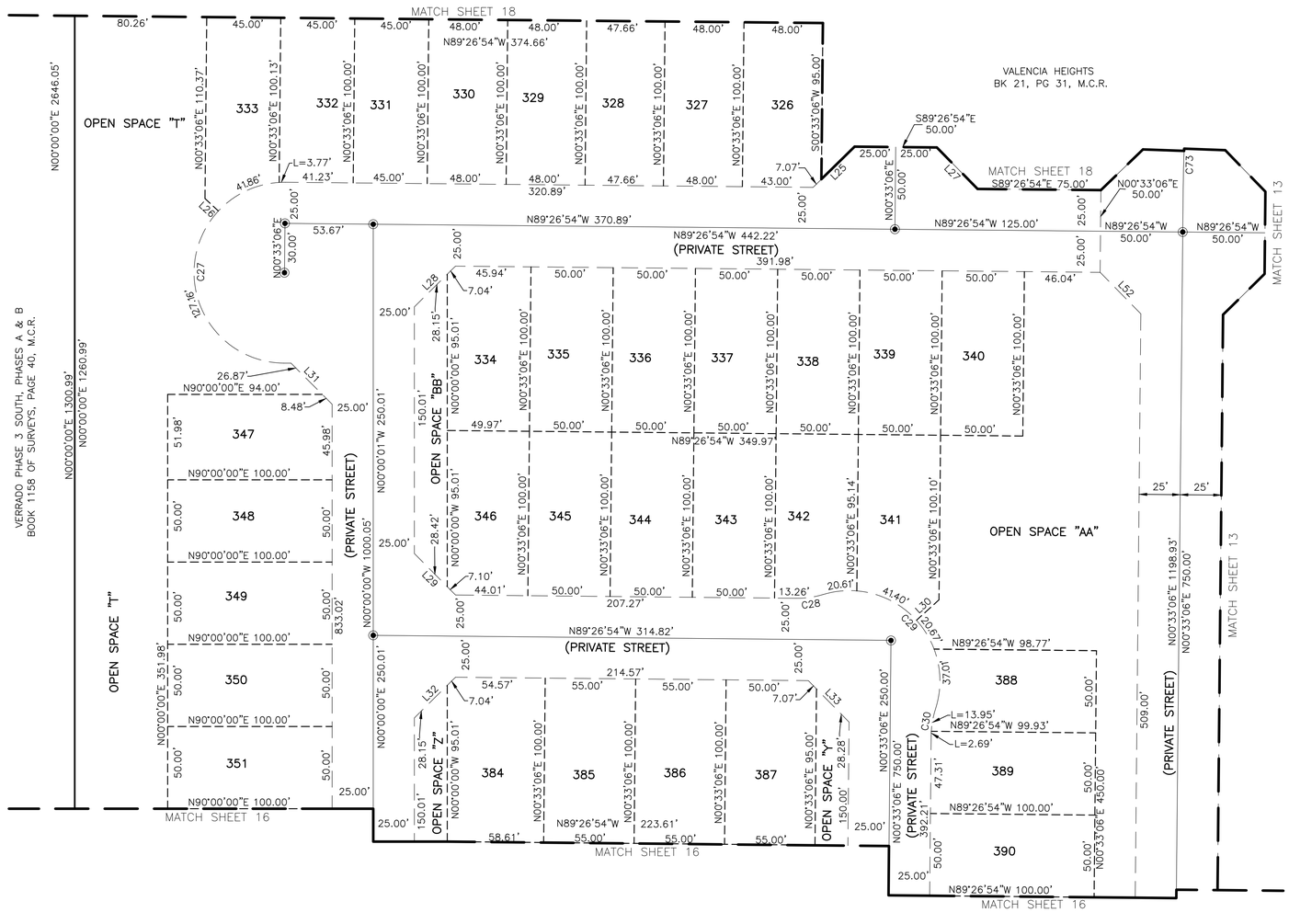
N.T.S.

TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C27	172.79'	55.00'	180°00'01"
C28	16.65'	55.00'	017°20'29"
C29	119.69'	55.00'	124°40'58"
C30	16.65'	55.00'	017°20'29"
C73	401.61'	900.00'	025°34'03"

LINE TABLE		
LINE #	LENGTH	BEARING
L25	35.36'	N45°33'06"E
L27	35.36'	S44°26'54"E
L28	35.18'	N45°16'33"E
L29	35.53'	N44°43'27"W
L31	35.36'	N45°00'00"W
L32	35.18'	N45°16'33"E
L33	35.36'	N44°26'54"W
L52	35.36'	S44°26'54"E
L53	35.59'	N45°56'20"E



SCALE 1" = 40'

NOTE:
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REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
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Date Signed 12/22/23
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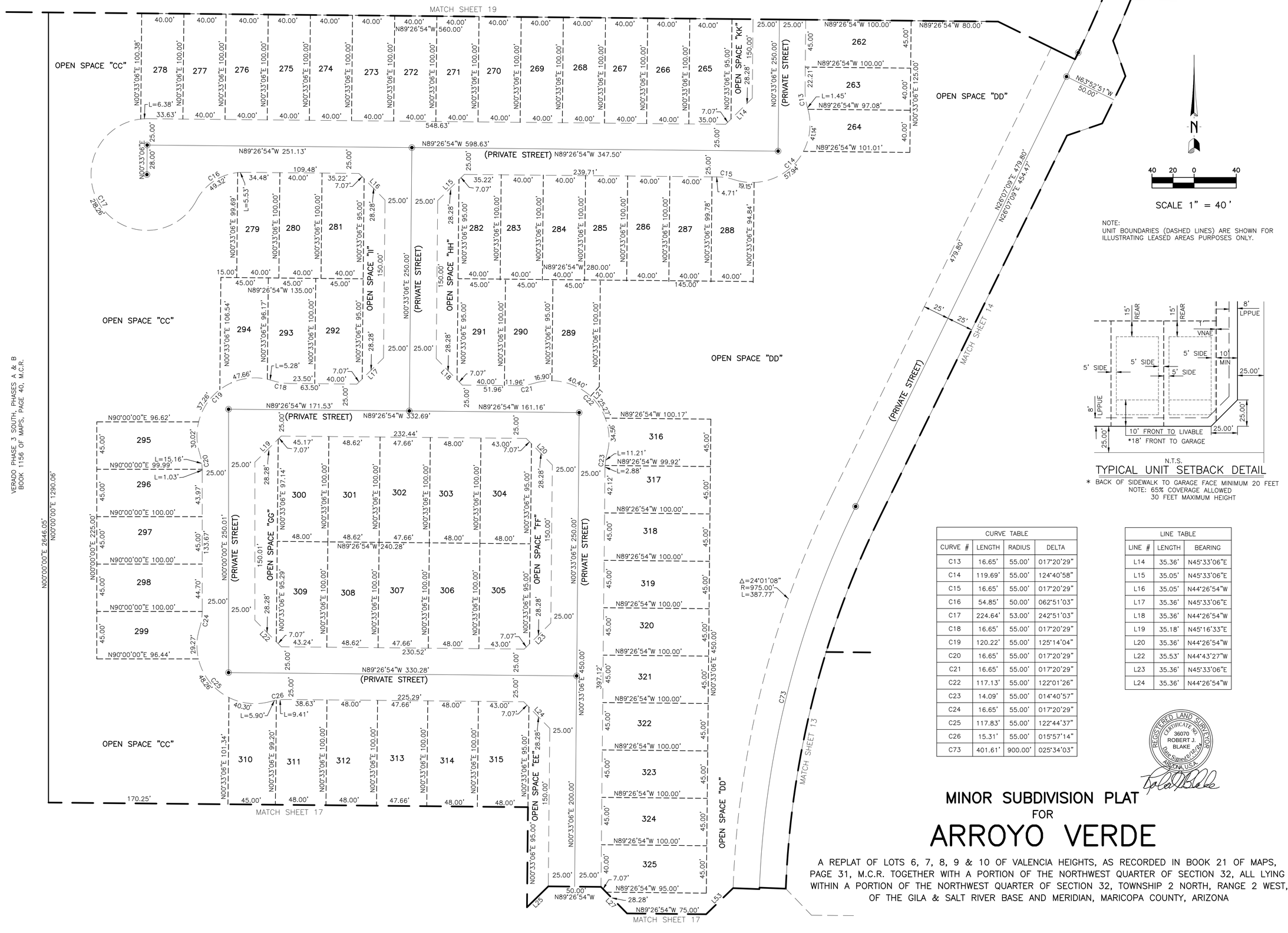

NOTE:
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N.T.S.

TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C13	16.65'	55.00'	017°20'29"
C14	119.69'	55.00'	124°40'58"
C15	16.65'	55.00'	017°20'29"
C16	54.85'	50.00'	062°51'03"
C17	224.64'	53.00'	242°51'03"
C18	16.65'	55.00'	017°20'29"
C19	120.22'	55.00'	125°14'04"
C20	16.65'	55.00'	017°20'29"
C21	16.65'	55.00'	017°20'29"
C22	117.13'	55.00'	122°01'26"
C23	14.09'	55.00'	014°40'57"
C24	16.65'	55.00'	017°20'29"
C25	117.83'	55.00'	122°44'37"
C26	15.31'	55.00'	015°57'14"
C73	401.61'	900.00'	025°34'03"

LINE TABLE		
LINE #	LENGTH	BEARING
L14	35.36'	N45°33'06"E
L15	35.05'	N45°33'06"E
L16	35.05'	N44°26'54"W
L17	35.36'	N45°33'06"E
L18	35.36'	N44°26'54"W
L19	35.18'	N45°16'33"E
L20	35.36'	N44°26'54"W
L22	35.53'	N44°43'27"W
L23	35.36'	N45°33'06"E
L24	35.36'	N44°26'54"W

REGISTERED LAND SURVEYOR
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ARIZONA, U.S.A.

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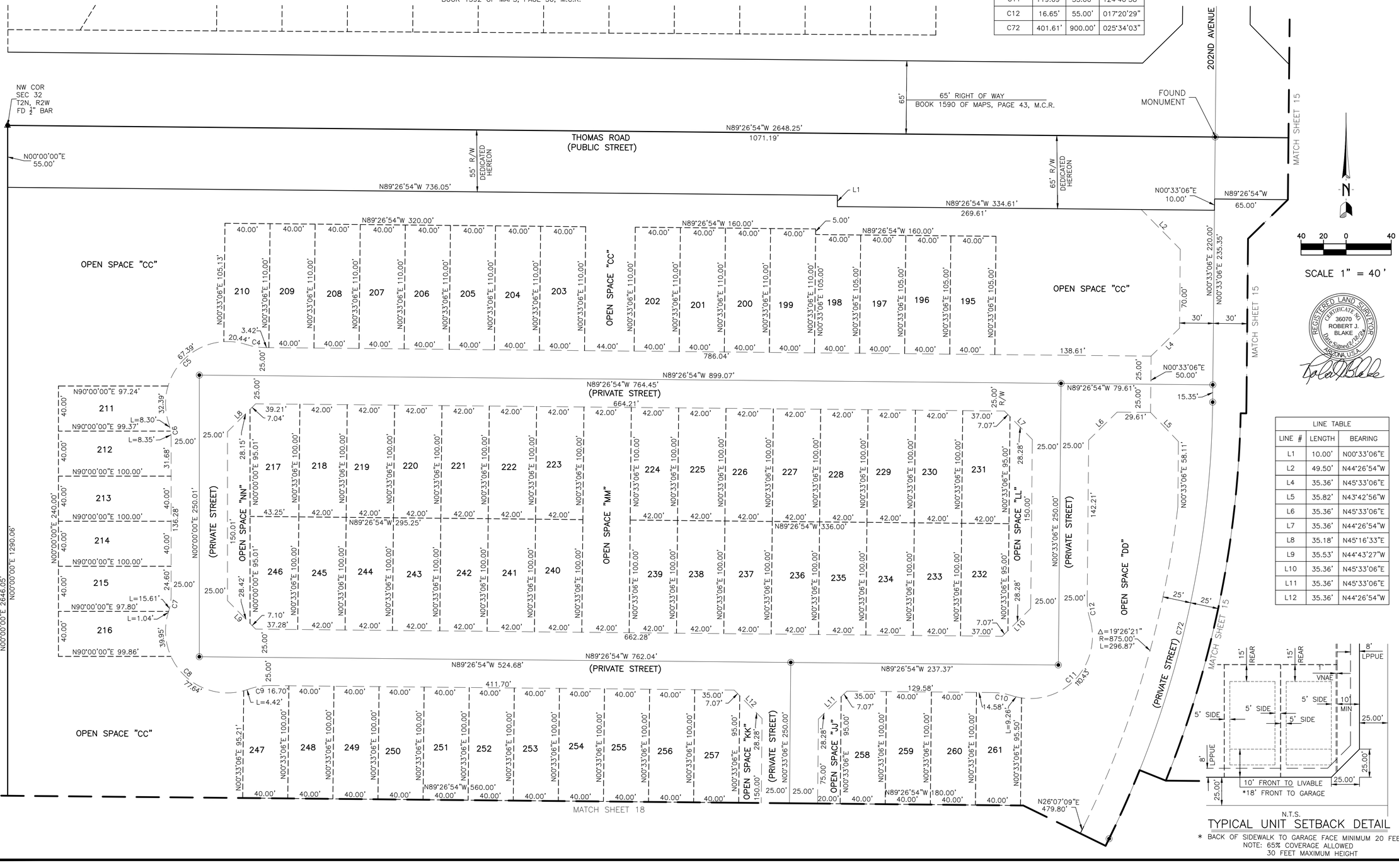
FOR
ARROYO VERDE

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C4	16.65'	55.00'	017°20'29"
C5	120.22'	55.00'	125°14'04"
C6	16.65'	55.00'	017°20'29"
C7	16.65'	55.00'	017°20'29"
C8	122.02'	55.00'	127°06'37"
C9	19.51'	55.00'	020°19'14"
C10	16.65'	55.00'	017°20'29"
C11	119.69'	55.00'	124°40'58"
C12	16.65'	55.00'	017°20'29"
C72	401.61'	900.00'	025°34'03"

NOTE:
UNIT BOUNDARIES (DASHED LINES) ARE SHOWN FOR ILLUSTRATING LEASED AREAS PURPOSES ONLY.



LINE TABLE		
LINE #	LENGTH	BEARING
L1	10.00'	N00°33'06"E
L2	49.50'	N44°26'54"W
L4	35.36'	N45°33'06"E
L5	35.82'	N43°42'56"W
L6	35.36'	N45°33'06"E
L7	35.36'	N44°26'54"W
L8	35.18'	N45°16'33"E
L9	35.53'	N44°43'27"W
L10	35.36'	N45°33'06"E
L11	35.36'	N45°33'06"E
L12	35.36'	N44°26'54"W

TYPICAL UNIT SETBACK DETAIL

* BACK OF SIDEWALK TO GARAGE FACE MINIMUM 20 FEET
NOTE: 65% COVERAGE ALLOWED
30 FEET MAXIMUM HEIGHT

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J. BLAKE
Date Signed 12/12/23
ARIZONA, U.S.A.

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310

MINOR SUBDIVISION PLAT
UNIT LEASING PLAN
ARROYO VERDE

ARIZONA
BUCKEYE

Revised
01/22/24
02/12/24

Date
08/22/23

As-Built
.

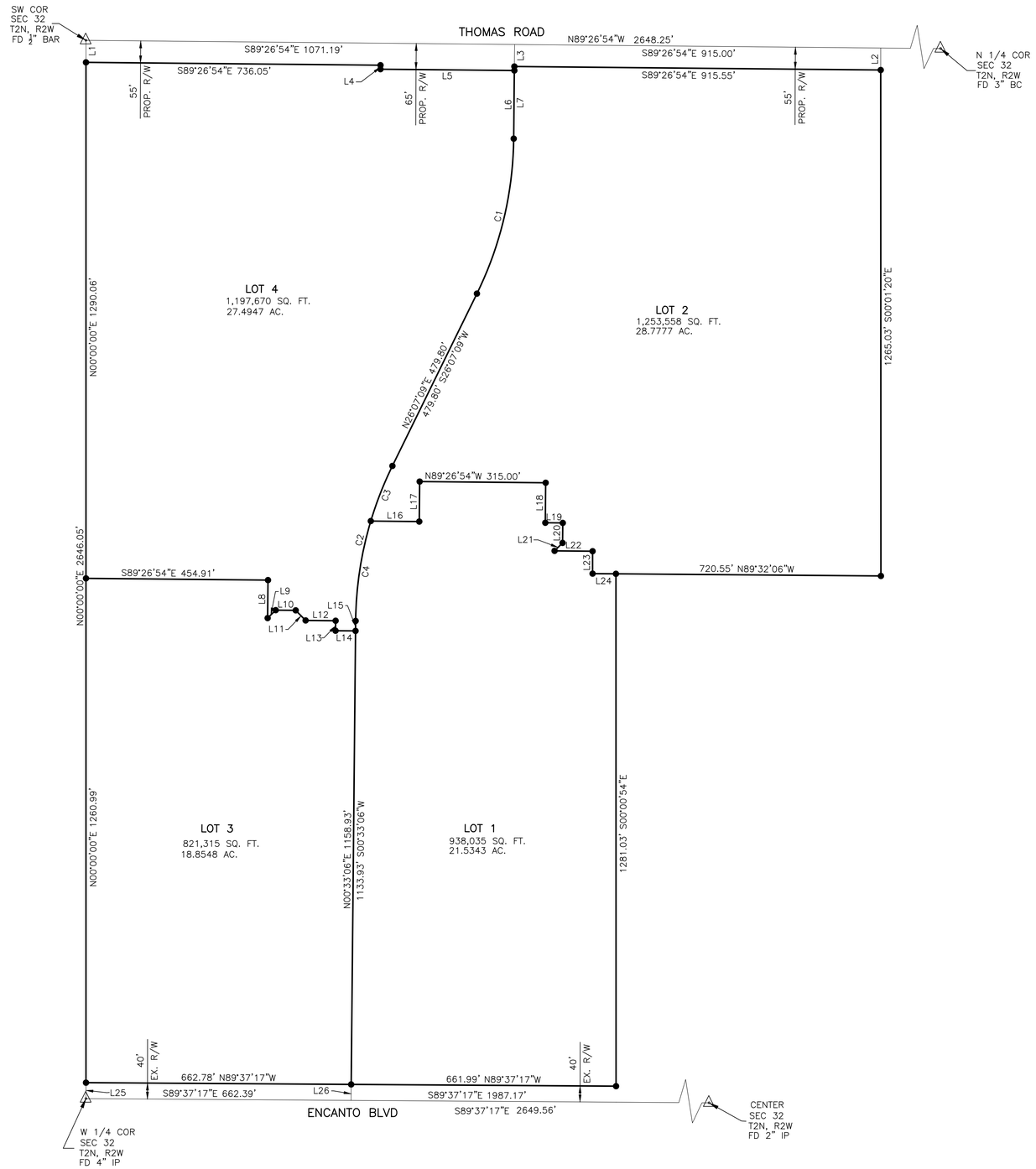
Job No.
210101

19 OF 20

PLZS-22-00061

MINOR SUBDIVISION PLAT
FOR
ARROYO VERDE

A REPLAT OF LOTS 6, 7, 8, 9 & 10 OF VALENCIA HEIGHTS, AS RECORDED IN BOOK 21 OF MAPS, PAGE 31, M.C.R. TOGETHER WITH A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, ALL LYING WITHIN A PORTION OF THE NORTHWEST QUARTER OF SECTION 32, TOWNSHIP 2 NORTH, RANGE 2 WEST, OF THE GILA & SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA



N

150 75 0 150

SCALE 1" =150'

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
36070
ROBERT J.
BLAKE
Date Signed 2/12/24
ARIZONA, U.S.A.

CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	401.61'	900.00'	025°34'03"
C2	401.61'	900.00'	025°34'03"
C3	148.28'	900.00'	009°26'23"
C4	253.33'	900.00'	016°07'39"

LINE TABLE		
LINE #	LENGTH	BEARING
L1	55.00'	N00°00'00"E
L2	55.00'	N00°01'20"W
L3	55.00'	N00°33'06"E
L4	10.00'	N00°33'06"E
L5	334.61'	N89°26'54"W
L6	170.35'	N00°33'06"E
L7	180.35'	N00°33'06"E
L8	95.00'	N00°33'06"E
L9	28.28'	N45°33'06"E
L10	50.00'	S89°26'54"E
L11	35.36'	N44°26'54"W
L12	75.00'	S89°26'54"E
L13	25.00'	N00°33'06"E
L14	50.00'	S89°26'54"E
L15	25.00'	N00°33'06"E
L16	121.17'	S89°26'54"E
L17	100.00'	N00°33'06"E
L18	100.00'	N00°33'06"E
L19	43.61'	S89°26'54"E
L20	50.00'	N00°33'06"E
L21	28.15'	N45°16'06"E
L22	95.05'	S89°26'54"E
L23	56.06'	N00°00'54"W
L24	58.32'	S89°32'06"E
L25	40.00'	N00°00'00"W
L26	40.00'	N00°33'06"E

AREA TABLE		
LOTS & R/W	AREA (SQ.FT.)	AREA (ACRES)
LOT 1	938,035 SQ.FT.	21.5343 AC.
LOT 2	1,253,558 SQ.FT.	28.7777 AC.
LOT 3	821,315 SQ.FT.	18.8548 AC.
LOT 4	1,197,670 SQ.FT.	27.4947 AC.
THOMAS R/W	112,587 SQ.FT.	2.5846 AC.
ENCANTO R/W	52,991 SQ.FT.	1.2165 AC.
TOTAL	4,376,156 SQ.FT.	100.4626 AC.

Clouse Engineering, Inc.
ENGINEERS ▪ SURVEYORS
5010 E. Shea Blvd Suite 110 Scottsdale, AZ. 85254
Tel 602-395-9300 Fax 602-395-9310
ARIZONA

MINOR SUBDIVISION PLAT
LOT PLAN
ARROYO VERDE

BUCKEYE

Revised
02/12/24

Date
01-22-24

As-Built
.

Job No.
210101

20 OF 20

PLZS-22-00061

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.G. FIN - Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024155 between the City of Buckeye and Heinfeld, Meech & Co., P.C., for Annual Audit Services
DATE PREPARED: 03/18/24	**DISTRICT NO.:** All
STAFF LIAISON: William Kauppi, Chief Financial Officer, wkauppi@buckeyeaz.gov, (623) 349-6161	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Cooperative Contract Purchase Addendum (CCPA) Contract No. 2024155 between the City of Buckeye, an Arizona municipal corporation, and Heinfeld, Meech & Co., P.C., an Arizona corporation, related to Annual Audit Services for Fiscal Years ending 2024, 2025, and 2026; and authorizing the City Manager to execute and deliver the CCPA on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
Heinfeld Meech has provided external auditing services for the City for the last five years. The City's contract with Heinfeld Meech has now expired. Previously, the City solicited bids for audit services. The City has identified a cooperative contract between the City of Tempe and Heinfeld Meech for external auditing services. The initial term of the Tempe cooperative contract is 3 years commencing June 28, 2023, with 3, 1-year renewals. Staff desires to enter into a contract with Heinfeld Meech under the terms and conditions of the Tempe cooperative contract. Payments to Heinfeld Meech shall be calculated in accordance with the fee-proposal attached as Exhibit B, "Quotation for Annual Audit Services", to CCPA Contract No. 2024115, in a total amount not to exceed $316,850.00, for the 3 Fiscal Years ending June 30th, 2024, 2025, and 2026.

BENEFITS:
The City must procure services to perform annual audits of the City's financial records including review of the Annual Comprehensive Financial Report, Single Audit, Annual Expenditure Limitation Report, Annual Highway User Revenue Fund Report and separate audits for seven Community Facilities Districts. Because Tempe's cooperative contract contains the same terms and conditions required by the City, it is cost effective to enter a cooperative purchase contract.

FUTURE ACTION:
None

FINANCIAL IMPACT STATEMENT:
A total of $316,850 broken down as follows:

For the audit period ending June 30, 2024 - $106,000 (Includes bi-annual Impact Fee Audit)
For the audit period ending June 30, 2025 - $98,850
For the audit period ending June 30, 2026 - $112,000 (Includes bi-annual Impact Fee Audit)

CURRENT FISCAL YEAR TOTAL COST:

FY2024-25 equals $106,000.00 (Audits period ending June 30, 2024)

BUDGETED:
Yes

FISCAL YEAR:
FY2024-25

FUND/DEPARTMENT:
Finance

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
Heinfeld, Meech & CO, PC.pdf

COOPERATIVE CONTRACT PURCHASE ADDENDUM (CCPA)
BETWEEN THE CITY OF BUCKEYE
AND
HEINFELD, MEECH & CO., P.C.

ANNUAL AUDIT SERVICES
CONTRACT NO. 2024155

THIS COOPERATIVE CONTRACT PURCHASE ADDENDUM (this "Addendum") is entered into as of _____ between the City of Buckeye, an Arizona municipal corporation (the "City"), and Heinfeld, Meech & Co., P.C., an Arizona corporation (the "Contractor").

WHEREAS, after a competitive procurement process, which is documented in the Award attached hereto as part of Exhibit A, the City of Tempe and Contractor entered into Contract No. T23-050-01, dated June 28, 2023 (such contract and subsequent amendments thereto herein referred to as the "City of Tempe Contract"), which is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS the City is permitted by Section 24-3-16 of the City Procurement Code to make purchases via cooperative purchasing pursuant to a cooperative purchasing contract; and

WHEREAS, the Contractor has made a proposal to the City, which is attached hereto as Exhibit B and incorporated herein by reference (the "Proposal"); and

WHEREAS, the City desires to accept the Proposal and enter into contract with the Contractor under the terms and conditions of the City of Tempe Contract, by issuing this Addendum to said contract.

THEREFORE, the City now enters into this Addendum with the Contractor for the goods and services set forth in the Proposal. This Addendum incorporates the terms and conditions of the City of Tempe Contract, except to the extent superseded herein. All references in the City of Tempe Contract to the City of Tempe shall be read to refer to the City of Buckeye. This Addendum shall be effective as of the date set forth above for approval and remain in effect for the remainder of the Cit of Tempe Contract's term unless such term is modified or extended pursuant to the terms of the City of Tempe Contract. Payments to the Contractor shall be calculated in accordance with the Fee Schedule, which is attached hereto as part of Exhibit B, in a total amount not to exceed **Three Hundred Sixteen Thousand Eight Hundred Fifty Dollars and Zero Cents ($316,850.00)**.

FURTHER, this Addendum is subject to cancellation pursuant to ARS §38-511.

FURTHER, to the extent applicable, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under A.R.S. § 23-214(A). The Contractor's or its subcontractors' failure to comply with such warranty shall be deemed a material breach of this

Addendum and may result in the termination of this Addendum by the City. The City retains the right to inspect the papers of the Contractor's or its subcontractors' employees who perform any work or services pursuant to this Addendum to ensure compliance with these warranties.

FURTHER, to the extent applicable, the Contractor warrants that it is not participating and will not participate in prohibited activity in contravention of A.R.S. § 35-393.01.

FURTHER, to the extent applicable under A.R.S. § 35-394, the Contractor certifies that it does not, and will not for the duration of this Addendum, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China..

FURTHER, all modifications, including but not limited to service additions and deletions, will be made in writing and with the written agreement of both parties.

FURTHER, in the event of any inconsistency between this Addendum, the City of Tempe Contract, and Exhibit B, the documents shall govern in that order.

THEREFORE, the Parties have executed this Addendum as of the date first set forth above.

CITY

THE CITY OF BUCKEYE,
an Arizona Municipal corporation

Dan Cotterman, City Manager

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

CONTRACTOR

HEINFELD, MEECH & CO., P.C.,
an Arizona corporation

Diane Bradley, Partner - Administration

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAr0rGlmkbv4j1UQLR-eJt[illegible]BDLq

EXHIBIT A
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024155

[City of Tempe Contract]

See following pages.

Contract Award Notice

Financial Services
Procurement Office
20 E. 6th Street
Tempe, AZ 85281

Contract Number: T23-050-01
Description: External Auditing Services

Issue Date: 05/05/2023

54319
Heinfeld, Meech & Co., P.C.
Attn: Diane Bradley
10120 N Oracle Road
Tucson, AZ 85704
Phone: 520-903-6867
Cell: 520-665-8169
Email: Diane.bradley@hm.cpa

Award Period
Beginning: 06/28/2023
Ending: 06/27/2025

Potential Renewals: 3, 1-Year Renewals

This Contract Award Notice is issued for the purchase of goods, materials and/or services as requested by the above noted solicitation/contract number. The contract shall remain in effect as noted in the award period block unless extended, renewed or canceled per terms and conditions of the solicitation.

It is to be noted that any Contractor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, the Contractor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

If the Contractor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the Contractor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current.

Please note that your City of Tempe contract number should appear on all shipping documents, invoices and statements. Invoices are to be sent directly to the requesting department.

Award Information

The pricing below is inclusive of all travel and travel related expenses.

Item	Description	Cost
1.	Comprehensive Annual Financial Report	$66,000 each year
2.	Single Audit Report*	$14,400 each year
3.	Annual Expenditure Limitation Report (AELR)	$3,100 each year
4.	Development Impact Fee Report	$8,750 (2024 only)
5.	Annual Highway User Revenue Fund Report	$2,500 each year
6.	HUD Housing Financial Data Schedules	$3,500 each year
Additional Services		
7.	Partners	$285 per hour
8.	Managers	$215 per hour
9.	Supervisory Staff	$165 per hour
10	Staff	$120 per hour
11.	Administrative	$70 per hour

*The Single Audit Fee includes three major federal programs; if additional programs are necessary, a fee of $1,500 per program will be assessed for each year.

Lisa Goodman (May 5 , 2023 10:12 PDT)

Lisa Goodman, NIGP-CPP, CPPO
Procurement Officer

Michael Greene (May 5, 2023 10:14 PDT)

Michael Greene, C.P.M., CPPO
Procurement Administrator

All terms and conditions of this Award Document are per the City's Solicitation Document

THIS IS NOT A PURCHASE ORDER

REQUEST FOR PROPOSAL

RFP# 23-050
EXTERNAL AUDITING SERVICES

RFP ISSUE DATE:
FEBRUARY 13, 2023

DEADLINE FOR INQUIRIES/QUESTIONS:
MARCH 3, 2023, AT 5:00 P.M. LOCAL ARIZONA TIME

RFP DUE DATE AND TIME:
MARCH 13, 2023, AT 3:00 P.M. LOCAL ARIZONA TIME

ALL INQUIRIES MUST BE DIRECTED TO:
LISA GOODMAN, NIGP-CPP, CPPO, CPPB
EMAIL: lisa_goodman@tempe.gov
PHONE: 480-350-8533

SUBMITTAL LOCATION: Submit electronic proposals to **Bids@tempe.gov**
No hard copy proposals will be accepted at this time.

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Failure to follow these instructions may result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

   A. Proposals shall be submitted to the City of Tempe ("City") on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response.

   B. Completed and signed proposal forms for offer and acceptance and any solicitation addendums shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.

   D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason. Failure to read, examine and understand the Solicitation and any of its addenda will not excuse any failure to comply with the requirements of the Solicitation or any resulting contract, nor shall such failure be a basis for claiming additional compensation.

   E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, if applicable.

2. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:

   A. "City" means the municipal corporation of the City of Tempe, Arizona.

   B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

   C. "Contract" means the agreement for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions.

   D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.

   E. "Offer" means a written offer to furnish goods, equipment, materials, software, maintenance, contracted services, professional services, or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.

   F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.

   G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.

   H. "Purchase Order" means a document issued by the Procurement Office directing the Contractor to deliver the goods, equipment, materials, software, maintenance, contracted services, professional services or concessions. to the City.

   I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, equipment, materials, software, maintenance, contracted services, professional services or concessions.

3. **Proposal Conference:** If a proposal conference is scheduled, Offerors are strongly encouraged to attend to seek clarification on any aspects of the documents that are not clear or questions that might pertain the specifications or scope of work published. There are times when attendance at a proposal conference is mandatory and those conferences shall be specially noted when applicable.

4. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

5. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the Procurement Officer identified on the cover page of this document unless another City contact is specifically named. Inquiries shall be submitted in writing (preferably via e-mail), identifying the appropriate Request for Proposal's number, page and paragraph at issue. PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions. Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted within the designated timeframe noted on the front page of the solicitation. Those questions received after the designated date may be considered at the sole discretion of the Procurement Officer. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

6. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

7. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection. For all addenda published, the City will send electronic notification to those companies who have downloaded the solicitation from the City's web site. If a company receives the solicitation via a third- party plan holder organization, it will be the responsibility of the company to download the solicitation from the City's web site to ensure that their company is included on any forthcoming addenda notification.

8. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.

9. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate Contract, maintenance agreement or training agreement) intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the Procurement Office.

10. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

    It is recognized that more than one method may be used to accomplish the sought-after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate" and described in full detail within the proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

    "Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found responsive to all designated Request for Proposal requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

11. **Questionnaire:** Offeror must complete the Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a proposal.

12. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for best and final offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

    A. Determine in greater detail such Offeror's qualifications;

    B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;

    C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and

    D. Agree upon compensation, which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

13. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection, except where the City has determined that specific portions of the proposal are confidential.

14. **Proposal Evaluation and Award:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth herein. Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered. The City reserves the right to reject any and all proposals.

15. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the Procurement Office. Unless this Request for Proposal includes separate Contract document(s) or requires the Offeror to submit a Contract for review, a Contract shall be formed when the Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All terms and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.

16. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of Public Record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

17. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until the Contract is awarded. After award of Contract, an appointment may be made with the Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (http://documents.tempe.gov/sirepub/?sort=meet_date.

18. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the Procurement Office will post award recommendations on the City Clerks website at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and web site for public review (www.tempe.gov/procurement). A protest shall be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

19. **Delivery:** All materials, equipment and/or products shall be delivered F.O.B. Destination to the City of Tempe per the location identified in the solicitation.

20. **Tax:** Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid to the City of Tempe (1.8%) is considered a pass-through cost, calculated as zero ($0) expense when comparing pricing among competing companies that are not located in Tempe. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at **salestax@tempe.gov**

21. **Payment:** For a single requirement purchase, the City will endeavor to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will endeavor to remit payment within thirty (30) calendar days from approval of invoice.

22. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror if payment is made within the discount period.

23. **Payment by City Procurement Card:** The Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Vendor's Offer Page in this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.

25. **Late Responses:** The Offeror assumes responsibility for having the Proposal submitted on time via e-mail to the address shown on the front page of this RFP. Any Offers received after the Solicitation Due Date and Time shall not be considered and will be returned to the Offeror. The Offeror assumes the risk of any delay in the electronic processing of the supplier's e-mail through both parties (Supplier and City) networks. Offerors must allow adequate time to ensure that the e-mail is timely received by the City at the designated e-mail address. All times referenced are Tempe, Arizona local times. Respondents agree to accept the time and date that is recorded on the received e-mail as the official time. Any e-mail submissions that are timed at 3:01 or later on the schedule due date will be considered late and not considered. **It is critical to not wait until the last minute to press the send button for your submittal**

26. **Copying Responses:** The Offeror hereby grants the City permission to copy all parts of its Offer including, without limitation, any documents and/or materials copyrighted by the Offeror. The City's right to copy shall be for internal use in the evaluating the Offers.

27. **Confidential Information and Public Record:** After award of a Contract, proposals shall be available for public inspection, except to the extent that the withholding of information is required or permitted by law. Pursuant to A.R.S. § 35-214, and 41-1330 *et seq*., all records relating to the Request for Proposal and Contract shall be subject to inspection at all reasonable times by the City for five (5) years after completion of the Contract. Such records shall be produced by Bidder or Contractor at the time and place designated by the City.

A. If a person believes that an offer or specification contains information that should be withheld as confidential, a statement advising the procurement officer of this fact shall accompany the submission and the information shall be so identified wherever it appears. A general statement of confidentiality that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

B. The information identified by the person as confidential shall not be disclosed until the Procurement Office makes a written determination pursuant to A.R.S. § 121, *et seq*.

C. If the City determines to disclose the information, the Offeror shall be informed in writing of such determination. Notwithstanding the foregoing, following an award of Contract, all proposal response information shall be available for public inspection.

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and the City and Contractor shall have all remedies afforded each by the Uniform Commercial Code as adopted in the State of Arizona, except as otherwise provided in this Request for Proposal and resultant Contract, and all statutes, or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.

2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq*., including but not limited to, Arizona Executive Orders Nos. 2006-13, 2005-02, and 2010-14 with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.

3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.

4. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.

5. **Certification:** By signing the "Vendor's Offer", the Offeror certifies:

   A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.

   B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC") and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the Procurement Officer to demonstrate compliance with TCC section 2-603(5) or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.

   C. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.

   D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

   E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq*., and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law; it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.

F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.

G. If Contractor engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of $100,000 or more, Contractor certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842. Unless and until the U.S. District Court, District of Arizona's injunction is lifted, A.R.S. § 35-393.01 is unenforceable.

H. Compliance with A.R.S. § 35-394. Contractor hereby certifies that it does not currently, and agrees for the duration of this Agreement, that Contractor will not, use: 1. The forced labor of ethnic Uyghurs in the People's Republic of China; 2. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or 3. Any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. Contractor hereby agrees to indemnify and hold harmless the Customer, its officials, employees, and agents from any claims or causes of action relating to the Customer's action based upon reliance upon this representation, including the payment of all costs and attorney fees incurred by the Customer in defending such as action. Curing the term of agreement, Contractor shall alert the City within 5 days after becoming aware of its noncompliance with this statute and cure any noncompliance within 180 days after initial notification of noncompliance. Failure to cure in accordance with the provisions of this statute shall result in contract termination.

6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the City.

7. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.

9. **Contract Modifications:** This Request for Proposal and resultant Contact may only be modified by a written Contract modification issued by the Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the Procurement Office and issuance of an official modification notice.

10. **Contract Administration:** Contractor must notify the designated Procurement Officer from the Procurement Office for guidance or direction on matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See http://www.mesaaz.gov/business/purchasing/save for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

    Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.

13. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable along with the correct unit cost. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.

14. **Events of Default and Termination:**

    A. In the event a party is in default then the other party may, at its option and at any time, provide written notice to the defaulting party of the default. The defaulting party will have thirty (30) days from the receipt of the written notice to cure the default; the thirty (30) day cure period may be extended by mutual agreement of the parties, but no cure period may exceed ninety (90) days. A default notice will be deemed to be sufficient if it is reasonably calculated to provide notice of the nature and extent of such default. Failure of the non-defaulting party to provide written notice of the default does not waive any rights under the Agreement. The occurrence of any one or more of the following events shall constitute a material breach of and default under the Contract.

        i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;

        ii) Any party's failure to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor or City herein, including but not limited to failing to submit any report required herein;

iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives either party reason to believe that the other party cannot or will not perform to the requirements of the Contract; or,

iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.

B. In the event the default has not been corrected to the non-defaulting party's satisfaction within the cure time specified, the non-defaulting party, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:

i) Terminate the Contract;

ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,

iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result therefrom, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the project; (b) costs incurred in selecting and retaining a substitute Contractor for the purchase of services, materials and/or work; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising therefrom.

C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.

D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.

E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.

F. Whenever the City in good faith has reason to question Contractor's intent or ability to perform, the City may demand that Contractor give a written assurance of its intent and ability to perform. In the event that the demand is made, and no written assurance is given within the time period required, the City may treat this failure as an anticipatory repudiation of the Agreement.

15. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.

16. **Force Majeure:**

A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. Force majeure means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God, acts of the public enemy, war, riots, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal to act by government authority, and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

B. Force majeure shall not include the following occurrences:

i) Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.

ii) Late performance by a subcontractor.

C. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing by hand delivery or certified mail when it has done so. The time of completion shall be extended by Contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with the Contract.

17. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order.

18. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, or caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.

19. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

20. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.

B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (30) calendar days or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall replace each person with personnel of substantially equal ability and qualifications upon prior City approval.

21. **Licenses and Permits:** Contractor shall maintain in current status and at its sole expense, all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor and the provision of the services to be provided under the Contract.

22. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City, which consent may be granted or withheld in City's unfettered discretion.

23. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
Attn: Procurement Officer
20 E. 6th Street (Second Floor)
PO Box 5002
Tempe, Arizona 85280

[Contractor's Name]
[Attn of Offeror Named in Contract]
[Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

24. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.

25. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and/or services used to fulfill the Contract.

26. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.

27. **Provisions by Law:** Each and every provision of law and any clause required by law to be in this Contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract will forthwith be physically amended to make such insertion or correction.

28. **Public Record:** After award of Contract, proposal responses shall be considered Public Record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-151, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.

29. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or Procurement Office.

30. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent Contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.

31. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:

A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");

B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);

C. Is engaged in activities prohibited in the Order; or,

F. Has been convicted, pleaded *nolo contendre,* indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.

32. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of Contract. The failure of the City to insist upon strict performance of any term or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, shall not release the Contractor from any responsibilities or obligations imposed by the Contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

33. **Severability:** The provisions of this Contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.

34, **Termination for Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511. The City may cancel this Contract within three (3) years after its execution, without penalty or further obligation, if any person significantly involved in initiating, securing, drafting, or creating the Contract for the City becomes an employee or agent of the Contractor.

35. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.

36. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapons permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.

37. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.

38. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source.

Proposals taking exception to Special Terms & Conditions and Instructions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.

2. **Compliance with Federal Outreach Efforts:** The City of Tempe is in compliance with 2 C.F.R. 200.509(a). Whenever possible, the City of Tempe makes positive efforts to utilize small business, minority-owned businesses and women- and disability-owned business enterprises when procuring audit services as stated in C.F.R. 200.321. The City of Tempe is also in compliance with Executive Orders 11625, 12432, and 12138.

3. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one-hundred twenty (120) days after the proposal due time and date.

4. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.

4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of two (2) years thereafter, unless terminated, canceled or extended as otherwise provided herein.

5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of three (3) additional years. The period for any single renewal increment shall be determined by the Procurement Office. Such increment shall not be for more than a period of one (1) year each unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.

9. **Pricing:** This contract is for firm fixed price. The City will not accept a price increase during the five (5) year term. Price reduction may be offered at any time during the term of the contract and shall become effective upon notice.

10. **Payments - After Monthly Statement:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and approval of monthly itemized statement, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

11. **Discounts:** Payment discount periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror if payment is made within the discount period.

12. **Contractor Financial Stability** - The Contractor must be financially stable and able to substantiate the financial stability of its company. If requested, current financial statements or other financial information deemed appropriate documenting financial stability must be provided within five (5) business days of request. The City reserves the right to request additional documentation from the Contractor or to request reports on financial stability from independent financial rating services.

13. **Insurance:**

A. Insurance Required: Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to the Contractor until receipt of all required insurance documents by the Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be on file with the Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the Procurement Office or the award may be rescinded and another Offeror selected for award.

B. Minimum Limits of Coverage: Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

i. Minimum Limits of Insurance. Contractor shall maintain the following minimum limits:

a. *Commercial General Liability*

Commercial general liability insurance limit of not less than $1,000,000 for each occurrence, with a $2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, completed operations, and blanket contractual coverage, including but not limited to the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance. Such policy shall contain a "severability of interests" provision.

b. *Worker's Compensation*

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of services; and employer's liability insurance of not less than $100,000 for each accident, $100,000 disease for each employee and $500,000 disease policy limit.

In cases when services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. *Automobile Liability*

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than $1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

C. Additional Insured: The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the City as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).

D. Coverage Term: All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted by the City. Failure to do so shall constitute a material breach of this Contract.

E. Primary Coverage: Contractor's insurance shall be primary insurance to the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

F. Claim Reporting: Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.

G. Waiver: The policies, including workers' compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the work or services of the Contractor.

H. Deductible/Retention: The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

I. Certificates of Insurance: Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the Contractor's insurer(s), as evidence that policies providing the required coverages, conditions, and limits required by this Contract are in full force and effect. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.

J. Copies of Policies: The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of, the City's right to insist on strict fulfillment of Contractor's obligations under this Contract.

14. **Materials and/or Equipment:** Materials and/or equipment, furnished by the City will be delivered or made available to the Contractor when necessary. The Contractor will be held responsible for all materials and/or equipment accepted by them and will make good any shortages, deficiencies or damages that may occur after such acceptance.

15. **Project Data and Documents:** The Contractor shall be entitled to rely upon the accuracy of all data furnished by the City, which is or may be used by the Contractor in the provision of services under this Contract. The Contractor has the right to retain and use all data furnished, and all plans, designs, specifications and other work product created by the Contractor during its provision of service under this Contract.

16. **Lobbying Prohibition:** Any communication regarding this Solicitation for the purpose of influencing the process or the award, between any person or affiliates seeking an award from this Solicitation and the City including, but not limited to, City Council, City employees, and consultants hired to assist the City in the Solicitation, is prohibited. This prohibition is imposed from the time of the first public notice of the Solicitation until the City cancels the Solicitation, rejects all Responses, awards a contract, or otherwise takes action which ends the Solicitation process. This section shall not prohibit public comment at any City Council meeting, Work Study Session, or City Council committee meeting.

This prohibition shall not apply to Respondent-initiated communication with the contact(s) identified in the Solicitation or City-initiated communications for the purposes of conducting the procurement including, but not limited to, vendor conferences, clarification of Responses, presentations if provided pursuant to the Solicitation, requests for Best and Final Responses (as set forth in the City Procurement Rules), contract negotiations, protest/appeal resolution, or surveying non-responsive vendors.

Violations of this provision shall be reported to the Procurement Officer and Purchasing Administrator. Persons violating this prohibition may be subject to a warning letter or rejection of their Response depending on the nature of the violation.

The Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City of Tempe (City) and whenever possible, the City makes a positive effort to utilize small and historically underutilized businesses, including women-owned, minority-owned and disable-owned business enterprises in procuring audit services.

The purpose of this Request for Proposal (RFP) is to seek proposals from qualified firms to provide external auditing services for the City on an as needed basis. The initial contract period will be two (2) years, with the option to extend the contract for up to three (3), one (1) year options, in accordance with the Special Terms and Conditions in this RFP and will be available for use by other cities.

Background Information

It is the intent of the City to remain with the firm successfully awarded the contract throughout the five (5) year contract term. In an effort to achieve performance revitalization, the City desires the option to change Engagement Partners in intervals at the sole discretion of the City.

The City serves an area of approximately 40 square miles with a population of approximately 184,118. The City's fiscal year begins on July 1st and ends on June 30th.

The City provides a full range of services to its citizens including police and fire protection, city courts, solid waste service, water and sewer services, construction and maintenance of streets, transit, recreational activities, libraries, building safety, and cultural events. The City has approximately 2,170 authorized part-time and full-time employees (FTE's).

The City is organized into 24 departments. The accounting and financial reporting functions are centralized. More detailed information on the City and its finances can be found in the City's Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2022, at https://www.tempe.gov/government/financial-services/open-book.

For more information about the City of Tempe, please visit City of Tempe, AZ | Home.

Fund Structure

The City uses the following fund types in its financial reporting as of July 1, 2022:

Fund Type	Number of Individual Funds	Number of Major Funds	Number of Budget to Actual Comparisons
General Fund	1	1	1
Special Revenue Funds	10	1	10
Debt Service Funds	2	2	2
Capital Projects Funds	11	2	11
Enterprise Funds	4	4	4
Internal Service Funds	3	N/A	0
Fiduciary Funds	1	N/A	0

Budgetary Basis of Accounting

Certain differences exist between the basis of accounting the City uses for budgetary purposes and that used for reporting in accordance with accounting principles generally accepted in the United States of America. These differences can be seen on the budgetary comparison statements in the accompanying ACFR.

The City prepares its budgets on a line-item basis. The legal level of budgetary control is at the City-wide level (including both operating and capital improvement budgets).

Federal and State Financial Assistance

Please refer to the attached Schedule of Expenditures of Federal Awards, in Exhibit D for the list of financial assistance that the City received for the year ended June 30,2022. The City anticipates receiving similar levels of federal financial assistance during subsequent years.

To remain in compliance with federal requirements, whenever possible, the City makes positive efforts to utilize small business, minority-owned, women-owned, businesses and women and disabled-owned business enterprises when procuring audit services. See 2 C.F.R. 200.509(a) and 2 C.F.R. 200.321. The City's Procurement Department defines this business group as Historically Underutilized Businesses (HUB) suppliers, which is a group comprised up of small business, woman-owned, minority-owned, and disabled-owned companies, partnerships and sole proprietorships. As such, when advertising this solicitation, the City proactively notifies any business who has registered with the City's supplier registration; uses the services and Tempe Chamber of Commerce, Local First Arizona, the Pacific Southwest Minority Supplier and Development Council, National Association of Minority Contractors (Arizona Chapter), the local Arizona State Capitol Chapter of the National Institute of Governmental Purchasing (NIGP), and the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce to disseminate information about upcoming opportunities to small business and MBE/WBE/DBE and HUB suppliers; and uses the AZ UTRACS Transportation Business Portal to have access to a verifiable database of HUB firms.

Pension Plans and Other Post-Employment Benefits

The City participates in the following pension plans:

Plan	Multiple-Employer	
	Cost-Sharing	Agent
Arizona State Retirement System	X	
Public Safety Personnel Retirement System (Police)		X
Public Safety Personnel Retirement System (Fire)		X
Elected Officials' Retirement	X	

Actuarial services for the multiple-employer plans are provided by the State of Arizona. For more information regarding the above pension plans, please refer to Note 13 in City of Tempe ACFR, fiscal year ending June 30, 2022.

The City also provides continuation of group health insurance benefits to all retired employees who meet certain eligibility requirements. The City is required to comply with Governmental Accounting Standards Board (GASB) Statement No. 75 "Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions", as well as Statement No. 74, "Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans". The City will obtain an actuarial valuation consistent with this GASB statements.

Component Units

The City's reporting entity is defined, for financial reporting purposes, in conformity with the GASB Statement No. 14, as amended. Using these criteria, one component unit is included in the City's financial statements.

City management identified the following component unit for inclusion in the City's financial statements:

- Rio Salado Community Facilities District

The Rio Salado Community Facilities District (CFD) was organized on February 20, 1997, under the laws of the State of Arizona to facilitate development of the Rio Salado Town Lake project.

Data for this component unit has been included in the City's basic financial statements utilizing the "blending" method because its sole purpose is to finance public facilities for the City.

On November 29, 2022, the Tempe City Council adopted one resolution and two ordinances to facilitate the sale and redevelopment of City owned real property located at the corner of Priest Drive and Rio Salado Parkway. Three aspects of the Tempe Entertainment District proposal from Bluebird Development, the affiliate for the Meruelo Group and the Arizona Coyotes, were approved: a Zoning Map Amendment and a Planned Area Development (PAD) Overlay; a General Plan Amendment; and the Development and Disposition Agreement (DDA). Using the referendum process, enough petition signatures were gathered to subject each of these three matters to a public vote. If voters approve the project, a new CFD will be created to facilitate the issuance and repayment of bonds for the remediation and public infrastructure costs.

Joint Ventures

The City participates in three joint ventures: 1) a joint venture for wastewater treatment with other governments (Multi-City Sub Regional Operating Group), 2) a joint venture for the construction and operation of a light rail transit system (Valley Metro Rail, Inc.), and 3) a joint venture for the operations of the regional communications network (Regional Wireless Cooperative).

Magnitude of Finance Operations

Accounting is a division within the Financial Services Department. Additional areas of the Financial Services Department include Tax & License, Procurement, Customer Services, Facilities, and Risk Management

The City utilizes various computer systems to handle the processing of financial transactions. The City uses Peoplesoft Financials (version 9.1) for General Ledger, Accounts Payable, Procurement, Capital Assets, and Budget. Peoplesoft Human Resource Management System (HRMS version 9.2) is used for payroll processing and personnel management.

Other systems used by City departments which process and track financial information include: Accela by Tax & License; Oracle-CC&B by Customer Service; Accela by Community Development; Courts Management System (CMS) by the Municipal Court, and ACTIVE Net by Community Services.

Internal Audit Function

The City has maintained an internal audit function for over 24 years. The Internal Audit Office reports to the Deputy City Manager-Quality of Life and is staffed with 5 employees.

Introduction

General Information

The awarded firm will provide Certified Public Accountants to audit the City's financial statements for the fiscal years ending June 30, 2023 and 2024, with renewal options through June 30, 2027. These audits are to be performed in accordance with auditing standards generally accepted in the United States of America, the standards set forth for financial audits in the Government Auditing Standards, issued by the Comptroller General of the United States, and Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Scope of Work to Be Performed

The City prepares an Annual Comprehensive Financial Report (the "ACFR"). The contracted firm will express an opinion on the fair presentation of the basic financial statements, including the governmental activities, the business-type activities, any discretely presented component units, each major fund and the aggregate remaining fund information in conformity with accounting principles generally accepted in the United States of America.

The management's discussion and analysis are not a required part of the basic financial statements but is considered required supplementary information per accounting principles generally accepted in the United States of America. The City desires that certain limited procedures be applied by the auditors to this required supplementary information however, the Auditor is not required to audit, or express an opinion on the required supplemental information.

The introductory section, combining fund financial statements, other supplementary information and statistical section are not a required part of the basic financial statements. However, the Auditor is to provide an "in-relation-to" opinion on the combination fund financial statements and other supplementary information based on the auditing procedures applied during the audit of the basic financial statements. The Auditor is not required to audit, or express an opinion, on the introductory or statistical sections of the ACFR.

The Auditor is not required to audit the schedule of expenditures of federal awards. However, the Auditor is to provide an "in-relation-to" report on that schedule based on the auditing procedures applied during the audit of the financial statements.

Auditing Standards to Be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with:

1. Auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards.

2. Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

3. State of Arizona Uniform Expenditure Reporting System requirements (UERS) mandated by the guidelines set forth by the Arizona Auditor General.

4. State of Arizona Highway User Revenue Fund (HURF) requirements pursuant to current Arizona Revised Statutes.

Reports, and Schedules to Be Issued

Following the completion of the audit of the fiscal year's financial statements the Auditor shall issue:

1. An independent auditor's report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America, including an opinion on the fair presentation of the supplementary schedule of expenditures of federal awards "in-relation-to" the audited financial statements.

2. An independent auditor's report on compliance and on internal control over financial reporting based on an audit of the financial statements performed in accordance with government auditing standards.

3. An independent auditor's report on compliance with requirements applicable to each major program and internal control over compliance.

4. A schedule of findings, recommendations and questioned costs.

5. A summary schedule of prior audit findings and corrective action plan.

6. An independent audit and/or agreed upon procedures on Financial Statements of the Tempe Housing Authority and the Financial Data Schedules as required by the US Department of Housing and Urban Development attesting to the "fair presentation in relation to audited basic financial statements" in accordance with the audit provisions of the American Institute of Certified Public Accountants (AICPA).

7. An Independent Accountant's Report determining as to whether HURF monies received by the City are being used solely for the authorized transportation purposes (see Exhibit C).

8. Auditor's letter of recommendations to management.

9. An Independent Accountant's Report on the Annual Expenditure Limitation Report (AELR) prepared in compliance with the guidelines set forth by the Arizona Auditor General (see Exhibit B).

10. An independent auditor's report/agreed upon procedures to review the development impact fees assessed and the associated expenditures incurred to ensure compliance with the Infrastructure Improvements Plan adopted by the City for providing necessary public services to a development.

Additional Reporting Considerations

In the required reports on internal controls, the Auditor shall communicate any reportable conditions found during the audit. A reportable condition is a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization's ability to record, process, summarize and report financial data or which could adversely affect the organization's ability to comply with federal laws and regulations.

Reportable conditions that are individually or cumulatively material weaknesses shall be identified as such in the report.

Deficiencies in internal control that are not reportable conditions that are detected by the Auditor shall be reported in the separate letter of recommendations to management, which shall be referred to in the reports on internal controls.

Irregularities and illegal acts

The Auditor shall be required to make an immediate, written report of all irregularities and illegal acts or indications of illegal acts of which they become aware to the Deputy City Manager-Quality of Life, Financial Services Director, Controller and Internal Audit.

Reporting to Management

The Auditor shall ensure that senior management is informed of each of the following:

1. The Auditor's responsibility under generally accepted auditing standards
2. Significant accounting policies
3. Management judgments and accounting estimates
4. Significant audit adjustments
5. Other information in documents containing audited financial statements
6. Disagreements with management
7. Management consultation with other accountants
8. Major issues discussed with management prior to retention
9. Difficulties encountered in performing the audit

Special Considerations

1. The Auditor will be required to audit the Highway User Revenue Fund and Annual Expenditure Limitation Report and issue the respective reports thereon.
2. The City sends its ACFR to the Government Finance Officers Association of the United States and Canada for review in their Certificate of Achievement for Excellence in Financial Reporting program. The Auditor is required to review the financial statements against the Certificate Program checklist to ensure compliance with the requirements of that program.
3. The City anticipates it will prepare one or more official statements in connection with the sale of debt securities which will contain the basic financial statements and the auditor's report thereon. The Auditor may be required, if requested by the City, to issue a "consent and citation of expertise" as the auditor and to issue any necessary "comfort letters."
4. The schedule of expenditures of federal awards and related auditor's report, as well as the related reports on the internal controls and compliance, are not to be included in the ACFR but are to be issued separately.

Working Paper Retention and Access to Working Papers

All working papers and reports must be retained at the Auditor's expense, for a minimum of five (5) years, unless the firm is notified in writing by the City of the need to extend the retention period. The Auditor will be required to make working papers available, upon request, to the following parties or their designees:

- City of Tempe, Arizona
- United States Department of Housing & Urban Development
- United States General Accounting Office
- Arizona Auditor General
- Auditors of entities of which the City is a sub-recipient of grant funds
- Officials of federal or state departments that provide financial assistance to the City.

In addition, the Auditor shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

Description of the City

Organizational Chart and Principal Contact

Upon award of contract the Auditor's principal contact with the City will be Lisette Camacho, Financial Services Director, or a designated representative, who will coordinate the assistance to be provided by the City to the Auditor. The Accounting office is located at 20 E. 6th Street, Tempe, AZ 85281.

An organizational chart of the City (Exhibit A) is included in this RFP document.

Time Requirements

Work and Conference Schedule for each Fiscal Year Audit

The following are key time frames relating to the City's preparation of the ACFR and the related audit and may be subject to change by mutual negotiated approval during the Contract period.

- Late summer each year of contract – Entrance Conference, as applicable.
    - The purpose of this meeting will be to provide a preliminary review of the City's operations and discuss the interim work to be performed. This meeting will also be used to establish overall liaison for the audit and to make arrangements for workspace and other needs of the Auditor. At this meeting, the Auditor shall provide a list of audit staff and their qualifications and a list of all interim schedules to be prepared by the City.
    - The Auditor shall provide the City with a detailed audit plan and a list of all year-end schedules, including audit confirmation letters, to be prepared by the City.
- August/September each year of contract – Preliminary Work.
- October/November each year – Fieldwork.
- Mid-December of each year.
    - The signed auditors' opinion to be delivered to the Accounting Division.

Dates Final Reports and Schedules are Due

The auditor shall deliver the final signed reports, schedules, and the letter of recommendations to the Controller, as follows:

Report Description	Date Requested	No. of Requested Copies
Auditor's report on the financial statements	No later than December 20th of each year	1
Single Audit reports	No later than March 15th of each year	1

Report Description	Date Requested	No. of Requested Copies
Auditor's letter of recommendations to management	No later than December 15th of each year	1
Auditor's report on the AELR	No later than March 15th of each year	1

Assistance to be Provided to the Auditor and Report Preparation

Financial Services Department

The Financial Services Department, specifically Accounting, staff and responsible management personnel will be available during the audit to assist the Auditor by providing information, documentation and explanations.

The City will prepare all working trial balances, supporting schedules, supporting working papers, and requests for confirmations as reasonably requested by the auditors, on a basis consistent with the timetable outlined above.

The Information Technology Department personnel will be available to provide systems documentation and explanations.

Work Area, Telephone Photo Coping/printing and E-mail

The City will provide the Auditor with reasonable workspace, desks and chairs. The Auditor will also be provided with access to a photo copying/printing machine.

Report Preparation and Binding

Report preparation, printing, and binding for the ACFR shall be the responsibility of the City. All other reports, schedules, and financial statements shall be provided by the Auditor in an electronic format.

Auditor's Report and Financial Statements

The City's ACFR can be downloaded from the following URL:
https://www.tempe.gov/government/financial-services/open-book

The City's 2022 Single Audit is contained in Exhibit D of this RFP.

Supplemental Information

Answers to some of the questions presented during the last procurement for these services are listed below:

Question: Does the City's Internal Audit Department provide assistance for the audit? If so, in what areas does Internal Audit provide support.
Response: No, Audit schedules are provided primarily from the Accounting Division. There is also additional interaction with various departments (Human Resources, Public Works, etc.) depending on the information requested. The Auditors work directly with the Human Services Department (Tempe Housing Authority) for the Financial Data Schedules and the applicable major programs for the single audit.

Question: Did the prior Auditors perform and audit or agreed upon procedures for the Tempe Housing Authority and Financial Data Schedules?
Response: Agreed upon procedures

Question: What kind of report did the City issue regarding the Impact Fees?
Response: Agreed Upon procedures

Question: Is the potential transition to a new audit firm a concern for the City?
Response: No. We understand that a new firm would need to obtain knowledge of our systems and internal controls in order to effectively audit the financial statements.

Question: Under Report Preparation and Binding in the RFP it mentions that "All other reports, schedules, and financial statements shall be printed and bound by the auditor." Please clarify whether this means that the auditors are responsible for preparation of any of reports listed above, or will the City be preparing all of the related financial statements/schedules, notes, etc. for the various reports, and the auditors simply complete the printing and binding?

Response: The City will prepare all financial statements/schedules and notes. The auditors will add their opinion and any additional related information (such as the Single File report). Reports are primarily created electronically and saved in a PDF format.

Question: Does the City anticipate needing any assistance with the implementation of new GASB statements required to be implemented during the contract period and extension years, if so granted?

Response: New GASB statements are reviewed in the spring by City staff and schedules, notes, etc. are revised at that time to reflect the new standard. It is the City's desire to discuss any complex issues with the auditors prior to the preliminary field work in order to ensure both the City and the auditors have the same interpretation of how the new GASB standard should be reflected in the financial statements.

Question: What is the desired timeline for: a) Interim; b) Year End; c) Draft Reports; and d) Final Reports?

Response:
a) Prelim – approximately at the end of August
b) Year End – approximately at the end of October
c) Draft Reports – end of November
d) Final Reports – December 15th

Questionnaire responses and supporting documentation provided will be used to evaluate the proposal. In order to evaluate an Offeror's overall experience and competence to perform the Scope of Work described herein, the City may rely on additional resources beyond the information provided.

Proposal Questionnaire Instructions

If your firm has prior experience working with the City **DO NOT** assume this prior work is known to the evaluation committee.

Responses to proposal questionnaire and related documents including attachments are to be organized in the same sequence as presented in the questionnaire. Supporting documents and attachments not clearly identified to a correlating question will not be evaluated. The evaluation committee shall have the final determination as to what is considered "clearly identified".

How to Respond

The Offeror should provide a concise explanation of its capabilities to satisfy the requirements of this RFP, with emphasis on completeness and clarity of content. **DO NOT assume that you will have any opportunity to make a presentation or explain any item or detail.**

You may provide attachments should you believe that this would be beneficial. However, all proposals submitted for evaluation must include answers to the questions presented below:

EVALUATION FACTOR I - Price

1. Provide pricing on the Pricing Schedule included with this RFP.

EVALUATION FACTOR II - Firm's Experience and Qualifications

Firm's Overview

1. Provide a brief description of the firm's profile, including the year founded, form of organization, and types of services offered.

Response:

2. Provide the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed, the number and nature of the professional staff to be employed in this engagement on a full-time basis, and the number and nature of the staff to be employed on a part-time basis.

Response:

3. Provide information on the results of any federal or state desk reviews or field reviews of firm's audits during the past three (3) years, such as those submitted for review to the Arizona Auditor General. In addition, provide information on the circumstances and status of any disciplinary action taken or pending against the firm during the past three (3) years with state regulatory bodies or professional organizations.

Response:

4. Will your firm adhere to State of Arizona Uniform Expenditure Reporting System requirements (UERS) mandated by the A.R.S. §41-1279.07, with guidelines set forth by the Arizona Auditor General while performing contracted services if awarded a contract?

   Yes _____ No _____

If No, please explain:

5. Does your firm have the necessary expertise to ensure compliance with the Government Finance Officers Association (GFOA) Certificate of Achievement Program for the purpose of receiving the Certificate of Achievement for Excellence in Financial Reporting?

   Yes _____ No _____

If No, please explain:

6. Will your firm adhere to State of Arizona Highway User Revenue Fund (HURF) requirements pursuant to A.R.S. §28-6543, while performing contracted services if awarded a contract?

   Yes _____ No _____

If No, please explain:

7. Provide your firm's most recent "peer review" report and any letter of comments included with the report. This can be included as an Attachment in your proposal response titled "Peer Review Example".

Response:

General Questions

8. Provide your firm's primary office address.

Response:

9. Provide the complete address of the office location that will provide all services outlined in the RFP.

Response:

10. Has your firm gone by a different name in the last five (5) years?

Yes _____ No _____

If Yes, provide name(s):

11. Has your firm been merged with or acquired by another organization within the past three (3) years?

Yes _____ No _____

If Yes, please explain:

12. Exhibit E provided in this RFP is a document that the Department of Housing and Urban Development Office of Public and Indian Housing requires to be signed before their audit can be performed. Does your firm agree to sign this document if awarded a contract?

Yes _____ No _____

If NO, please explain:

Affirmations Statements

13. Provide an affirmative statement that it is independent of the City as defined by auditing standards generally accepted in the United States of America and the U.S. General Accounting Office's Governmental Auditing Standards 1994 (Revised).

Response:

14. Provide an affirmative statement that it is independent of any component units of the City as defined by those same standards.

Response:

Similar Engagements with Other Government Entities

15. For your firm's office that will be assigned responsibility for the audit, list the most significant engagements (maximum of 10) performed in the last five (5) years that are similar to the engagement described in this request for proposal.

Response:

Licenses

16. Does your firm have current applicable Federal, State, and local certifications and licenses required for the resulting contract? The firm shall be licensed as a certified public accounting firm with the Arizona State Board of Accountancy (ASBA) and shall be in good standing with the ASBA. Firm must not have a record of substandard work with the ASBA.

Yes _____ No _____

If No, please explain:

Firm's Status

17. Is your firm in the process of, or in negotiations toward being sold?

Yes _____ No _____

If Yes, please explain:

18. Has your firm, its affiliates, subsidiaries, or its parent company ever filed for bankruptcy law protection? Has your organization, its parent, affiliate, or any subsidiary companies ever been subject to any regulatory action by the federal, state, or securities authorities?

Yes _____ No _____

If Yes, please explain:

Arbitration, Litigation and Judgments

19. Is your firm currently involved in arbitration for any reason?

Yes _____ No _____

If yes, please explain:

20. Does your firm have outstanding judgments pending against it?

Yes _____ No _____

If Yes, please explain:

Debarred and Contract Default

21. Within the previous five (5) years has your firm been debarred from contracting with any local, state, or federal governmental agency?

Yes _____ No _____

If Yes, please explain:

22. Within the previous five (5) years has your firm defaulted on, or been terminated from any government contract?

Yes _____ No _____

If Yes, please explain:

23. Does your firm have a minimum of five (5) years of experience providing external auditing services to governmental entities?

Yes _____ No _____

If Yes, provide a list of the governmental entities: *If No, explain why your firm believes it offers the experience and expertise necessary to meet the requirements of this RFP:*

References

24. The evaluation committee reserves the right to contact references provided by Offeror and any additional references as determined by the committee.

Provide three (3) references with a minimum of two (2) government agency references (preferably in Arizona), which your firm is currently providing proposed services for at least two (2) years or more.

Reference one:

Name of firm: _____
Contact Person: _____
Contact Person phone number: _____
Email address: _____
Services provided: _____

Reference two:

Name of firm: _____
Contact Person: _____
Contact Person phone number: _____
Email address: _____
Services provided: _____

Reference three:

Name of firm: _____
Contact Person: _____
Contact Person phone number: _____
Email address: _____
Services provided: _____

EVALUATION FACTOR III - Approach and Methodology

Specific Audit Approach

1. Provide a brief narrative introducing the firm's understanding of the requirements of this RFP.

Response:

2. Provide your firm's work plan, including an explanation of the audit methodology to be followed in order to perform the assistance outlined as in this RFP. The work plan shall indicate how the audit approach will differ, if applicable, in the second and subsequent years of the engagement regarding the planned staff level, sample sizes, test work, sampling techniques, and other aspects of the engagement.

Response:

3. Describe any additional assistance that your firm will require from City staff in addition to services required in the RFP.

Response:

Supplemental Approach and Methodology Considerations

4. Does your company accept all terms and conditions of this solicitation? Note: Taking exception to any of the City's terms and conditions may have a negative impact on the evaluation of the proposal and susceptibility for contract award. An offer that takes exception to any material requirement of the solicitation may be rejected.

   Yes _____ No _____

   If No, provide the following information below:
   A. Identify the clause, which your firm takes exception to.
   B. Provide the reason for the exception.
   C. Restate the clause, redlining to illustrate the requested alternative language.

Response:

5. Will your firm require the City to incorporate into the contract any other documents, or sign a separate agreement if selected for contract award?

   Yes _____ No _____

   If Yes, Offeror shall submit the document(s) with firm's proposal. Separate agreements or documents not supplied with proposal will not be allowed or considered after contract award. Any terms and conditions conflicting with the City's terms and conditions may have a negative impact on the evaluation of the proposal and susceptibility for contract award.

   Attach agreements or documents using the title of "Separate Agreements".

6. If a separate agreement or documents are required by your firm, explain the process your firm will use to negotiate any conflicts with the RFP terms and conditions.

Response:

Customer Service Philosophy

7. Describe your firm's customer service philosophy.

Response:

8. Provide a transition plan and timeline if awarded the contract. Include the expectations of both the Auditor and the City.

Response:

EVALUATION FACTOR IV - Staff's Experience and Qualifications

1. Identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement. Indicate whether each person is registered or licensed to practice as a certified public accountant in Arizona. Provide information on their government auditing experience.

Response:

2. Will your firm use subcontractor to perform any services required in this RFP?

   Yes _____ No _____

If Yes, provide name of firm, details regarding service to be performed, and three (3) references for each firm proposed:

Proposals will be reviewed by an Evaluation Committee consisting of City staff using the criteria and process outlined below.

Evaluation Process

1. The Procurement Office will verify that all proposals meet the requirements to be considered responsive. Responses that do not comply with any mandatory requirements will be considered non-susceptible for award and not forwarded to the Evaluation Committee for scoring.
2. The Evaluation Committee will review and score all responsive proposals and rank them based on the committee's scores. Any proposals determined to score outside of the competitive range may be removed for non-susceptibility. Remaining Offerors may be invited for interviews, negotiations, site visits and best and final offers as determined at the sole discretion of the City.

It is important to note that firms may be removed for non-susceptibility anytime during the evaluation process and not just at the specific points noted above.

The information and answers provided by firms through this submittal process will be used to evaluate proposals. In evaluating a firm's overall experience and competence to perform the stated work, the City may rely on additional resources beyond the information provided by the firm.

The table below provides the evaluation criteria to be used in evaluating the offers. This is for informational purposes only, and will be used by the City's evaluation committee to determine contract award

	Award Criteria	**Weight**	**X**	**Rating**	**=**	**Points**
1.	Price	25	X		=	
2.	Approach and Methodology	25	X		=	
3.	Staff's Experience and Qualifications	25	X		=	
4.	Firm's Experience and Qualifications	20	X		=	
5.	Quality and Completeness of Proposal; Acceptance of the City's Terms and Conditions	5	X		=	
6	Interview (if conducted)	200 possible points				
				Total	**=**	

This proposal will be evaluated on a cumulative point system using the rating scale shown below (fractional points may be selected within this range).

Scoring

Outstanding	9 - 10
Good	6 - 8
Average	4 - 5
Poor	1 - 3
Not Addressed or Unacceptable	0

To evaluate the cost portion of the above criteria, the City may elect to evaluate each firm on a percentage basis of the lowest cost offer. The formula would be: (Lowest Priced Offer/Evaluated Firm's Price) x Points Possible = Evaluation Points.

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	PRICE
ALL TRAVEL AND TRAVEL RELATED EXPENSES ARE TO BE INCLUDED IN THE PRICING BELOW		
1.	**Provide not to exceed total price for each audit for years 1 and 2**	
1.1	Comprehensive Annual Financial Report	$
1.2	Single Audit Report	$
1.3	Annual Expenditure Limitation Report (AELR)	$
1.4	Development Impact Fee Report	$
1.5	Annual Highway User Revenue Fund Report	$
1.6	HUD Housing Financial Data Schedules	$
2.	**Provide not to exceed total price for each audit for year 3**	
2.1	Comprehensive Annual Financial Report	$
2.2	Single Audit Report	$
2.3	Annual Expenditure Limitation Report (AELR)	$
2.4	Development Impact Fee Report	$
2.5	Annual Highway User Revenue Fund Report	$
2.6	HUD Housing Financial Data Schedules	$
3.	**Provide not to exceed total price for each audit for year 4**	
3.1	Comprehensive Annual Financial Report	$
3.2	Single Audit Report	$
3.3	Annual Expenditure Limitation Report (AELR)	$
3.4	Development Impact Fee Report	$
3.5	Annual Highway User Revenue Fund Report	$
3.6	HUD Housing Financial Data Schedules	$

ITEM NO.	DESCRIPTION OF REQUIRED MATERIAL, SERVICE OR CONSTRUCTION	PRICE
4.	**Provide not to exceed total price for each audit for year 5**	
4.1	Comprehensive Annual Financial Report	$
4.2	Single Audit Report	$
4.3	Annual Expenditure Limitation Report (AELR)	$
4.4	Development Impact Fee Report	$
4.5	Annual Highway User Revenue Fund Report	$
4.6	HUD Housing Financial Data Schedules	$
		NUMBER OF HOURS
5.	**Provide estimated number of <u>hours</u> for each staff member per audit**	
5.1	<u>Comprehensive Annual Financial Report</u>	
5.1.1	Partners	
5.1.2	Managers	
5.1.3	Supervisory Staff	
5.1.4	Staff	
5.1.5	Other (specify)	
	Total Estimated Hours	
5.2	<u>Single Audit Report</u>	
5.2.1	Partners	
5.2.2	Managers	
5.2.3	Supervisory Staff	
5.2.4	Staff	
5.2.5	Other (specify)	
	Total Estimated Hours	

		NUMBER OF HOURS
5.3	Annual Expenditure Limitation Report (AELR)	
5.3.1	Partners	
5.3.2	Managers	
5.3.3	Supervisory Staff	
5.3.4	Staff	
5.3.5	Other (specify)	
	Total Estimated Hours	
5.4	Development Impact Fee Report	
5.4.1	Partners	
5.4.2	Managers	
5.4.3	Supervisory Staff	
5.4.4	Staff	
5.4.5	Other (specify)	
	Total Estimated Hours	
5.5	Annual Highway User Revenue Fund Report	
5.5.1	Partners	
5.5.2	Managers	
5.5.3	Supervisory Staff	
5.5.4	Staff	
5.5.5	Other (specify)	
	Total Estimated Hours	

		NUMBER OF HOURS
5.6	HUD Housing Financial Data Schedules	
5.6.1	Partners	
5.6.2	Managers	

5.6.3	Supervisory Staff	
5.6.4	Staff	
5.6.5	Other (specify)	
	Total Estimated Hours	

		PRICE
6.	**Additional Services – provide fee for each staff members for years 1 and 2**	
6.1	Partners	$
6.2	Managers	$
6.3	Supervisory Staff	$
6.4	Staff	$
6.5	Other (specify)	$
7.	**Additional Services – provide fee for each staff members for year 3**	
7.1	Partners	$
7.2	Managers	$
7.3	Supervisory Staff	$
7.4	Staff	$
7.5	Other (specify)	$

		PRICE
8.	**Additional Services – provide fee for each staff members for year 4**	
8.1	Partners	$
8.2	Managers	$
8.3	Supervisory Staff	$
8.4	Staff	$
8.5	Other (specify)	$

9.	**Additional Services – provide fee for each staff members for year 5**	
9.1	Partners	$
9.2	Managers	$
9.3	Supervisory Staff	$
9.4	Staff	$
9.5	Other (specify)	$

* Applicable Tax _____ %

*** State correct jurisdiction to receive sales tax on the Vendor's Offer, included in this Request for Proposal.**

Less prompt payments discount terms of __ % __ days/ or net thirty (30) days. (To apply after receipt and acceptance of an itemized monthly statement.) For evaluation purposes, the City cannot utilize pricing discounts based upon payments being made in less than thirty (30) days from receipt of statement.

Ordering and Invoice Instructions

Invoices shall be issued directly to the ordering department. Invoices shall be accurate and complete including the information shown below. Failure to provide a properly documented invoice may cause a delay in receipt of payment. The City will not process an invoice for payment until it has been approved by the ordering department and forwarded to Accounts Payable. The City endeavors to process invoices within 30 days after receipt of an accurate and complete document.

Invoices shall include:

1. Line-item listing of all ordered items to include description of items;
2. Unit cost and extended cost for each line item;
3. Applicable Tax;
4. Payment Terms;
5. Purchase Order Number;
6. Name of selling organization clearly stated on invoice along with address;
7. Phone number and or e-mail address for contact person to clarify invoicing questions;

Invoices that do not follow the above minimum invoicing requirements will not be paid. Payment must be applied to only invoices referenced on check/payment stub. The City reserves the right to process payments via check or P-Card.

Accounting Contacts:	Carey Alf	Letters A – H and Numbers
	Carlene Foster	Letters I – Z
	Yesenia Loredo Flores	General AP Inquiries and AP Checks

Offeror must complete, sign and submit this form to the Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below. A scanned copy of this page is acceptable.

Company Name: _____

Company Purchase Order Mailing Address:

Street Address: _____

City, State, Zip: _____

Contact Person: _____ Phone Number: _____

E-mail Address: _____ Cell Number: _____

Remit to Information

Company Name (as it appears on invoice): _____

Company Payment Remit to Address:

Street Address: _____

City, State, Zip: _____

Company Tax Information

If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.: _____

Payment Options

Will your company accept the City's Master Card for payment?	Yes	☐	No	☐
Will your company accept Payment via ACH (Automated Clearing House) for payment?	Yes	☐	No	☐

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

_____ _____

Signature of Authorized Offer Date

_____ _____

Print or Type Name of Authorized Individual Title of Authorized Individual

COMPLIANCE WITH CITY'S ANTIDISCRIMINATION ORDINANCE NO. 02016.25

The Tempe City Council approved Ordinance No. 02016.25 that requires vendors who are being recommended for award to provide evidence of their compliance with the City's antidiscrimination policy as shown below:

Sec. 2-601. Policy.

It is declared to be the policy for the citizens of Tempe, Arizona, to be free from discrimination in public accommodations, employment, and housing, and contrary to public policy and unlawful to discriminate against any person on the basis of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, in places of public accommodation, employment, and housing; and contrary to the policy of the city and unlawful for vendors and contractors doing business with the city to discriminate, as set forth in this article.

Sec. 2-603. Unlawful Practices.

The following shall constitute a violation of this article:

For a city vendor or city contractor, because of race, color, gender, gender identify, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges or employment. City vendors and contractors of fifteen (15) or more employees shall provide a copy of its antidiscrimination policy to the Procurement Officer to confirm compliance with this article. Employers having fourteen (14) or less employees may attest in writing to compliance with this article.

Vendor Requirements

Vendors who have fifteen (15) or more employees shall include with their bid/proposal submittal a copy of its antidiscrimination policy that must mirror the City's policy as stated above. Suppliers who have fourteen (14) or less employees may include their antidiscrimination policy *or* complete a written affidavit of compliance per the attached.

To be completed by responding company and returned with submittal:

_____ Our company has 15 or more employees and has included its antidiscrimination policy that mirrors the City's policy;

_____ Our company has fourteen (14) or less employees and is attaching the signed AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5).

Please include this document along with the company's antidiscrimination policy or the completed affidavit with offer submittal

Only complete this document if you have 14 or less employees.

AFFIDAVIT OF COMPLIANCE WITH TEMPE CITY CODE CHAPTER 2 ARTICLE VIII SECTION 2-603(5)

Per Tempe City Code Chapter 2 Article VIII Section 2-603(5), it is unlawful for a City vendor or City contractor, because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status, to refuse to hire or employ or bar or discharge from employment any person, or to discriminate against such person in compensation, conditions, or privileges of employment.

City vendors and contractors shall provide a copy of their antidiscrimination policy to City to confirm compliance with this requirement or attest in writing to compliance.

- CONTRACTOR means any person who has a contract with the City.
- VENDOR means a person or firm in the business of selling or otherwise providing products, materials, or services.

CONTRACTOR/VENDOR, select one:

_____ Current copy of antidiscrimination policy attached

OR

_____ I hereby certify _____ (contractor/vendor) to be in compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5).

_____ Date:_____
Signature

_____ _____
Print Name Title

_____
Company

AFFIDAVIT OF COMPLIANCE WITH HOUSE BILL 2488
SUPPLIER AGREES TO NOT USE THE FORCED LABOR OF ETHNIC UYGHURS IN THE PEOPLE'S REPUBLIC OF CHINA

Per House Bill 2488 approved by the Arizona Legislature, this law stipulates that a public entity may not enter into or renew a contract with a company for the acquisition or disposition of supplies, services, goods, information technology or construction unless the contract includes written certification that the company does not currently, and agrees for the duration of the contract that it will not, use:

- The forced labor of ethnic Uyghurs in the People's Republic of China;
- Any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- Any suppliers, contractors or sub-contractors that use the forced labor of any services or goods produce by the forced labor of ethnic Uyghurs in the People's Republic of China

Based on the above, the supplier certifies:

I hereby certify _____ (contractor/vendor) to be in compliance with Arizona House Bill 2488.

_____ _____
Signature Date

_____ _____
Print Name Title

_____
Company

The City of Tempe is strongly committed to sustainable practices and programs that help build a vibrant and resilient community. The City accomplishes this through a variety of innovative programs, including water and energy conservation, recycling, composting, alternative transportation, sustainable business practices and environmental stewardship. Tempe recently established its 2019 Climate Action Plan (CAP) that provides a guideline for how the City will take local action on global climate change by reducing its greenhouse gas (GHG) emissions and adapting to the changing climate. The Climate Action Plan serves as a guideline for the City's path toward a sustainable and resilient future that will benefit the entire City. The City has strengthened its commitment to sustainability by adopting a new carbon neutrality goal by 2050 and a strategy of sourcing 100 percent of its electricity from renewable sources by 2035. To learn more about the City's commitment to sustainability, please visit https://www.tempe.gov/government/sustainable-tempe.

To further this commitment, the City has developed a Sustainable Procurement Policy that provides specific guidelines for how these important sustainable practices and programs will be reflected in contract award decisions. By partnering with companies who share these sustainability goals, the City will be able to significantly enhance sustainable outcomes.

To support these efforts, the following Supplier Sustainability Questionnaire has been developed that will allow the City to better understand your company's efforts and commitments regarding sustainable practices and initiatives. This questionnaire has two sections – a section to understand what your company is doing regarding sustainable actions and a section to understand the specific sustainable attributes of the product or service that you are offering.

Item	Question	Response
Corporate Sustainable Actions		
1.	What sustainability guidelines or environmental statement does your company have to guide the company as a whole? Please include a link.	
2.	What is your company doing to be more energy efficient?	
3.	What is your company doing to reduce greenhouse gas emissions?	
4.	What is your company doing to reduce waste transferred to landfills?	
5.	What is your company doing to reduce water waste?	
6.	What kind of effort does your company make to reduce the use of environmentally harmful materials *(such as cleaning products, etc.)?*	
7.	Does your company take any actions to manage the sustainability of your supply chain? If yes, please explain.	
8.	Has your company received any environmental or sustainability related independent certifications or recognitions? If yes, please explain.	

Item	Question	Response
Product Sustainable Attributes		
1.	Has your company performed an environmental life cycle analysis on the product being offered the City? If yes, please provide documentation.	
2.	Can the product being offered be refurbished, recycled, or composted at the end of its life? If yes, please elaborate.	
3.	Does the product be offered include any recycled materials? If yes, please explain.	
4.	What measures have been taken to reduce unnecessary packaging materials associated with the product being offered?	

5.	What kind of reusable, recyclable, and/or compostable packaging materials does your company use?	
6.	Has the product been offered been rated or certified by a third-party organization such as Energy Star, Green Seal, Leadership in Energy and Environmental Design (LEED), Forest Stewardship Council, etc.? If yes, please provide certification documentation.	
7.	Please provide any additional information you would like to share regarding your product's sustainable attributes.	

Please find some helpful links below that will provide additional information, tools and resources regarding sustainable practices:

Greenhouse Gas Calculators:
https://www.epa.gov/energy/greenhouse-gases-equivalencies-calculator-calculations-and-references

Sustainable Packaging:
https://www.epa.gov/smm/sustainable-packaging
https://www.epa.gov/facts-and-figures-about-materials-waste-and-recycling/containers-and-packaging-product-specific-data

Cleaning Products:
https://www.epa.gov/saferchoice

Tool to Measure and Track your Waste and Recycling:
http://www.epa.gov/smm/wastewise/measure-progress.htm

Water Conservation:
http://water.epa.gov/polwaste/nps/chap3.cfm

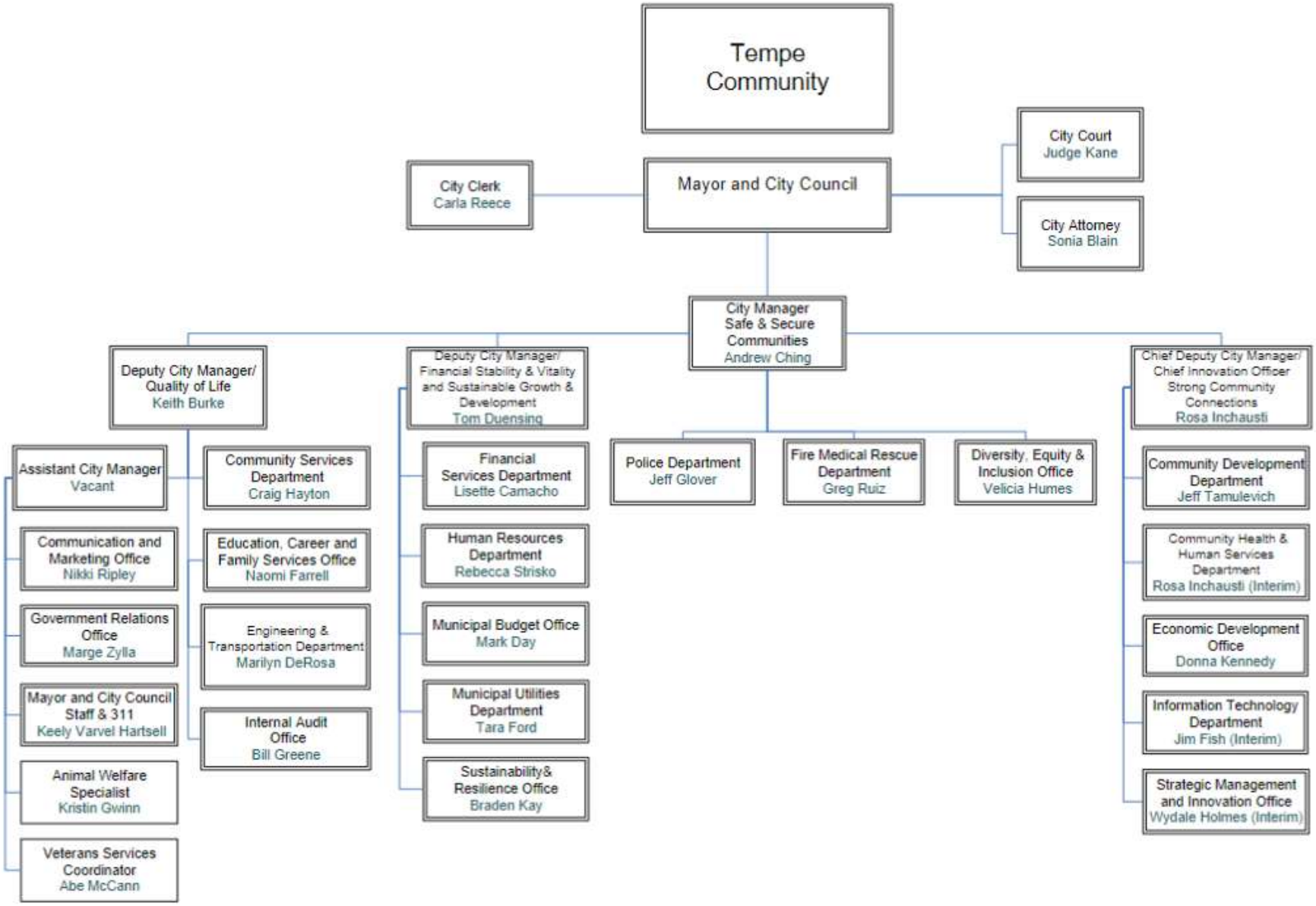
The following checklist has been provided to assist you in submission of your offer. This list should not be considered complete, other information or documents may be necessary as part of your submission. The items listed are the primary documents and information that must be completed and/or included with your proposal.

Please include any additional information or documents that will clarify your submittals.

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions and provide pricing within the actual document.

Description		Included √
1.	One signed and completed copy of the Proposal response – only sections marked **"Return this Section with your Response"** are required but you may include supplemental materials you believe necessary to clarify your submittal.	
a.	Signed and Completed Vendor's Offer Form	
2.	Due to the COVID Virus, please submit a single e-copy of the signed and completed proposal. The City's e-mail is capable of accepting up to a 10MB attachment. Please try and keep the proposal under this size limit. However, if you need to exceed 10MB, please break the proposal up into two sections and e-mail in two separate messages clearly indicating the solicitation number on the subject line and denoting Part 1 and Part 2 response. We will be unable to accept any hard copies of the proposal so please e-mail the response as noted above. **It is critical to not wait until the last minute to press the send button for your submittal**	
3.	Proposal Questionnaire	
4.	Pricing Section	
5.	If company has 14 or less employees include a signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VII Section 2-603(5) (form attached)	
6.	If company has 15 or more employees include a copy of its anti-discrimination policy	
7.	Affidavit of Compliance with House Bill 2488	
8.	Signed Addenda (if applicable)	
9.	Supplier Sustainability Questionnaire	

Alert – If you received this solicitation via a third-party plan-holder company and did not directly download it from the City of Tempe's Procurement home page you might not have received any addendums that were published during the bidding period. To ensure you are notified of addendums it is critical that you download this solicitation from the City's web site per the below link:
https://bids.tempe.gov/


Tempe Community
City Clerk
Carla Reece
Mayor and City Council
City Court
Judge Kane
City Attorney
Sonia Blain
City Manager
Safe & Secure Communities
Andrew Ching
Deputy City Manager/
Quality of Life
Keith Burke
Assistant City Manager
Vacant
Communication and Marketing Office
Nikki Ripley
Government Relations Office
Marge Zylla
Mayor and City Council Staff & 311
Keely Varvel Hartsell
Animal Welfare Specialist
Kristin Gwinn
Veterans Services Coordinator
Abe McCann
Community Services Department
Craig Hayton
Education, Career and Family Services Office
Naomi Farrell
Engineering & Transportation Department
Marilyn DeRosa
Internal Audit Office
Bill Greene
Deputy City Manager/
Financial Stability & Vitality and Sustainable Growth & Development
Tom Duensing
Financial Services Department
Lisette Camacho
Human Resources Department
Rebecca Strisko
Municipal Budget Office
Mark Day
Municipal Utilities Department
Tara Ford
Sustainability& Resilience Office
Braden Kay
Police Department
Jeff Glover
Fire Medical Rescue Department
Greg Ruiz
Diversity, Equity & Inclusion Office
Velicia Humes
Chief Deputy City Manager/
Chief Innovation Officer
Strong Community Connections
Rosa Inchausti
Community Development Department
Jeff Tamulevich
Community Health & Human Services Department
Rosa Inchausti (Interim)
Economic Development Office
Donna Kennedy
Information Technology Department
Jim Fish (Interim)
Strategic Management and Innovation Office
Wydale Holmes (Interim)
Updated Draft: 09/29/22

CITY OF TEMPE, ARIZONA

Annual Expenditure Limitation Report
Year Ended June 30, 2021

CITY OF TEMPE, ARIZONA

Annual Expenditure Limitation Report
Year Ended June 30, 2021

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INDEPENDENT ACCOUNTANT'S REPORT

The Auditor General of the State of Arizona

The Honorable Mayor and City Council
of the City of Tempe, Arizona

We have examined the accompanying Annual Expenditure Limitation Report of the City of Tempe, Arizona for the year ended June 30, 2021, and the related notes to the report. The City's management is responsible for presenting this report in accordance with the Uniform Expenditure Reporting System as described in Note 1. Our responsibility is to express an opinion on this report based on our examination.

Our examination was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether this report is presented in accordance with the Uniform Expenditure Reporting System, in all material respects. An examination involves performing procedures to obtain evidence about the amounts and disclosures in the report. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material misstatement of the report, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

In our opinion, the Annual Expenditure Limitation Report referred to above is presented, in all material respects, in accordance with the Uniform Expenditure Reporting System as described in Note 1.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
March 1, 2022

CITY OF TEMPE, ARIZONA
ANNUAL EXPENDITURE LIMITATION REPORT - PART I
YEAR ENDED JUNE 30, 2021

1.	Economic Estimates Commission expenditure limitation	$554,688,478	
2.	Voter-approved alternative expenditure limitation (Approved - N/A)	-	
3.	Enter applicable amount from line 1 or 2		$554,688,478
4.	Amount subject to the expenditure limitation (total amount from Part II, Line C)	356,435,272	
5.	Board-authorized expenditures necessitated by a disaster declared by the Governor and not approved by the voters (Article IX, section 20 [2] [a], Arizona Constitution)	-	
6.	Board-authorized expenditures necessitated by a disaster not declared by the Governor (Article IX, section 20 [2] [b], Arizona Constitution)	-	
7.	Prior-year voter-approved expenditures to exceed the expenditure limitation for the reporting fiscal year (Article IX, section 20 [2] [c], Arizona Constitution)	-	
8.	Subtotal	356,435,272	
9.	Board-authorized excess expenditures for the previous fiscal year necessitated by a disaster not declared by the Governor and not approved by the voters (Article IX, section 20 [2] [b], Arizona Constitution)	-	
10.	Total adjusted amount subject to the expenditure limitation		356,435,272
11.	Amount under (in excess of) the expenditure limitation (if excess expenditures are reported, provide an explanation)		$198,253,206

I hereby certify, to the best of my knowledge and belief, that the information contained in this report is accurate and in accordance with the requirements of the uniform expenditure reporting system.

Signature of Chief Fiscal Officer: Thomas F Duensing
Thomas F Duensing (Mar 3, 2022 08:38 MST)
Name and Title: Thomas F. Duensing, CPA, Interim Deputy City Manager-Chief Fiscal Officer
Telephone No.: (480) 350-8504 Date: March 1, 2022

See accompanying notes to report.
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CITY OF TEMPE, ARIZONA
ANNUAL EXPENDITURE LIMITATION REPORT - PART II
YEAR ENDED JUNE 30, 2021

	Description	Governmental Funds	Enterprise Funds	Internal Service Funds	Fiduciary Fund	Total
A.	Amounts reported on the Reconciliation, Line D	$ 390,076,760	$ 153,445,930	$ 37,284,459	$ 8,869,787	$ 589,676,936
B.	Less exclusions claimed:					
	1. Debt proceeds (Note 2)	28,302,951	46,515,573	-	-	74,818,524
	2. (a) Debt service requirements on bonded indebtedness (Note 3)	37,746,151	26,202,462	-	-	63,948,613
	(b) Debt service requirements on other long-term obligations (Note 4)	499,083	173,758	-	-	672,841
	3. Trustee	-	-	-	8,869,787	8,869,787
	4. Grants and aid from the federal government (Note 5)	30,408,408	-	-	-	30,408,408
	5. Amounts received from grants and donations (Note 15)	339,529	-	-	-	339,529
	6. Amounts received from the State (Note16)	355,135	-	-	-	355,135
	7. Quasi-external interfund transaction (Note 6)	-	4,367,436	37,284,459	-	41,651,895
	8. Highway user revenues in excess of fiscal year 1979-80 highway user revenues (Note 7)	8,725,635	-	-	-	8,725,635
	9. Contracts with other political subdivisions (Note 8)	842,530	1,200,958	-	-	2,043,488
	10. Prior years' carryforward (Note 2)	1,344,879	62,931	-	-	1,407,810
	Total exclusions claimed	108,564,301	78,523,118	37,284,459	8,869,787	233,241,665
C.	Amount subject to the expenditure limitation. (If an individual fund type amount is negative, reduce exclusions claimed to net to zero.)	$ 281,512,459	$ 74,922,812	$ -	$ -	$ 356,435,272

See accompanying notes to report.

CITY OF TEMPE, ARIZONA
ANNUAL EXPENDITURE LIMITATION REPORT - RECONCILIATION
YEAR ENDED JUNE 30, 2021

	Description	Governmental Funds	Enterprise Funds	Internal Service Funds	Fiduciary Fund	Total
A.	Total expenditures/expenses/deductions and applicable other financing uses, special items, and extraordinary items reported within the fund-based financial statements.	$ 391,655,550	$ 111,349,216	$ 37,334,216	$ 8,869,787	$ 549,208,769
B.	Subtractions					
	1. Items not requiring the use of working capital:					
	Depreciation	-	23,536,674	-	-	23,536,674
	Loss on Joint Venture	-	7,724,296	-	-	7,724,296
	OPEB Expense (Note 9)	-	306,462	4,334	-	310,796
	Pension Expense (Note 10)	-	3,046,833	107,408	-	3,154,241
	Claims incurred but not reported (Note 11)	-	-	2,330,000	-	2,330,000
	2. Expenditures of separate legal entity established under Arizona Revised Statutes (Note 12)	1,074,607	-	-	-	1,074,607
	3 Required fees paid to the Arizona Department of Revenue (Note 13)	504,183	-	-	-	504,183
	Total subtractions	1,578,790	34,614,265	2,441,742	-	38,634,797
C.	Additions:					
	1. Principal payments on long-term debt (Note 14)	-	16,739,650	-	-	16,739,650
	2. Acquisition of capital assets	-	58,027,035	-	-	58,027,035
	3. Amounts paid in the current year but reported as expenses in previous years:					
	OPEB contributions (Note 9)	-	90,691	2,891	-	93,582
	Claims previously recognized as IBNR (Note 11)	-	-	2,330,000	-	2,330,000
	4 Pension contributions (Note 10)		1,853,603	59,094	-	1,912,697
	Total additions	-	76,710,979	2,391,985	-	79,102,964
D.	Amounts reported on Part II, Line A	$ 390,076,760	$ 153,445,930	$ 37,284,459	$ 8,869,787	$ 589,676,936

See accompanying notes to report.

CITY OF TEMPE, ARIZONA
NOTES TO ANNUAL EXPENDITURE LIMITATION REPORT
YEAR ENDED JUNE 30, 2021

NOTE 1 - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The Annual Expenditure Limitation Report (AELR) is presented as prescribed by the *Uniform Expenditure Reporting System* (UERS), as required by Arizona Revised Statutes §41-1279.07. The AELR excludes expenditures, expenses, or deductions of certain revenues specified in the Arizona Constitution, Article IX, §20 from the total expenditures, expenses or deductions reported in the fund financial statements.

In accordance with the UERS requirements, a note to the AELR is presented below for any exclusion claimed on Part II and each subtraction or addition in the Reconciliation that cannot be traced directly to an amount reported in the fund financial statements or notes to the financial statements. All references to financial statement amounts in the following notes refer to the *Statement of Revenues, Expenditures and Changes in Fund Balances for the Governmental Funds, the Combining Statement of Revenues, Expenditures and Changes in Fund Balances for the Non-major Governmental Funds, the Statement of Revenues, Expenses and Changes in Net Position for the Proprietary Funds* or *the Statement of Cash Flows for the Proprietary Funds*.

NOTE 2 - Bond proceeds, interest earnings and internal service charges for services are claimed as exclusions in the year the expenditure occurs, and any unused amounts are carried forward for future years.

The rollforward of carryforward exclusions for each category is as follows:

Bond Proceeds

	Governmental	Enterprise
Carryforward exclusions as of 6/30/20	$ 7,678,599	$ -
Reclassify carryforward exclusions to correct category	(62,931)	62,931
Current year bond proceeds and premium	28,985,503	46,515,573
Carryforward and prior year bond exclusions utilized	(1,344,879)	(62,931)
Carryforward and prior year bond exclusions retired	(6,556,292)	-
Current year bond proceeds and premium utilized	(28,302,951)	(46,515,573)
Carryforward exclusions as of 6/30/21	$ 397,049	$ -

Interest Earnings

	Governmental	Enterprise
Carryforward exclusions as of 6/30/20	$ 68,415,324	$ 26,243,270
Current year interest earnings	829,560	200,724
Carryforward exclusions as of 6/30/21	$ 69,244,884	$ 26,443,994

CITY OF TEMPE, ARIZONA
NOTES TO ANNUAL EXPENDITURE LIMITATION REPORT
YEAR ENDED JUNE 30, 2021

NOTE 3 - The exclusions claimed for debt service requirements on bonded indebtedness in the Governmental Funds was comprised of the following:

Interest and fiscal fees – Governmental funds	$ 10,727,151
Principal paid on bonds – Governmental funds	27,019,000
Current year debt service requirements On bonded indebtedness	$ 37,746,151

The exclusion claimed for debt service requirements on bonded indebtedness in the Enterprise funds was comprised of the following:

Interest and fiscal fees - Water and wastewater	$ 9,616,660
Principal paid on bonds - Water and wastewater	16,585,802
Current year debt service requirements On bonded indebtedness	$ 26,202,462

NOTE 4 - The $499,083 of exclusions claimed for debt service requirements in the Governmental Funds on other long-term obligations relates to capital leases on copiers and software. Exclusions totaling $34,839 are copiers charged to the Financial Services Department and the Community Services Department. The remaining exclusion of $464,244 is software charged to the Information Technology Department.

The $173,758 of exclusions claimed for debt service requirements in the Enterprise Funds on other long-term obligations relates to a capital lease on golf carts and was charged to the golf fund.

NOTE 5 - Federal grant and aid revenues are claimed as exclusions in the year the expenditure occurs and any unused amounts are carried forward for future years. The current year federal grant and aid exclusion utilized is as follows:

Federal grant revenue	$ 29,265,343
Current year unavailable revenue- Federal grants	1,017,629
Prior year unavailable revenue- Federal grants	(1,006,054)
Prior year Federal grant reserves utilized	1,003,348
Federal aid received	128,142
Current year exclusion used	$ 30,408,408

NOTE 6 - The exclusion of $4,367,436 claimed for quasi-external interfund transactions in the Enterprise Funds relate to charges to other divisions of the City for water, refuse and sewer services.

The exclusion of $37,284,459 in the Internal Service Funds relates to charges for services paid to the Internal Service Funds for risk management, worker's compensation and employee health self-insurance services. The interfund charges are included in "Charges for Services" in the Enterprise and Internal Service Funds and as a current expenditure in various departments in the Governmental Funds.

Charges for Services

	Internal Service
Carryforward exclusions as of 6/30/20	$ 9,218,514
Current year charges for services	42,993,016
Current year exclusion used	(37,284,459)
Carryforward exclusions as of 6/30/21	$ 14,927,071

NOTE 7 - The highway user revenue earned more than the amounts received in fiscal year 1979-80 by $11,812,833 and is included in "State Sales Tax". The carryforward balance is as follows:

Carryforward HURF funds as of 6/30/20		$ 5,257,787
Current year HURF funds available for exclusion		11,812,833
Current year HURF funds utilized	(8,725,635)	
Total HURF funds utilized		(8,725,635)
Carryforward HURF funds as of 6/30/21		$ 8,344,985

NOTE 8 - The exclusions claimed for the contracts with other political subdivisions in the Enterprise Funds of $1,200,958 relates to charges to the Town of Guadalupe for water and sewer services. These charges are included in "Charges for Services". In addition, the City had $842,530 of excludable revenue in the Governmental Funds related to bus services. These revenues are included in the Transit Special Revenue Fund's "Charges for Services" revenue.

NOTE 9 - The subtraction of $306,462 and $4,334 for OPEB expenses in the Enterprise Funds and Internal Service Funds, respectively, were reported as water and wastewater, solid waste, golf course and risk management operating expenses. The addition for OPEB contributions paid in the current year but reported as expenses in previous years of $90,691 and $2,891 were reported as personnel services expenses in the Enterprise Funds and Internal Service Funds, respectively.

NOTE 10 - The subtraction of $3,046,833 and $107,408 for pension expense consists of the change in the net pension liability recognized in the current year in the Enterprise and Internal Service Funds, respectively. The addition of $1,853,603 and $59,094 for pension contributions paid in the current year consists of the required pension contribution made to the Arizona State Retirement System from the Enterprise and Internal Service Funds, respectively.

NOTE 11 - The subtraction of $2,330,000 is the amount currently recognized as IBNR in the Internal Service Funds as part of Total Operating Expenses but will be paid in a future year. This amount is offset by the addition of $2,330,000 for claims recognized as IBNR in the Internal Service Funds in previous years but paid in the current year.

NOTE 12 - On February 20, 1997 the Rio Salado Community Facilities District (CFD) was organized under the laws of the State of Arizona to facilitate development of the Rio Salado Town Lake project. The CFD is a separate legal entity established under the Arizona Revised Statutes and therefore the expenditures are deductible. The City is 44.97% owner in the CFD and its portion of the expenditures are not deductible.

Total CFD expenditures as reported on the Combining Statement of Revenues, Expenditures and Changes in Fund Balance	$ 4,856,316
Debt service expenditures	(2,903,551)
City's portion of expenditure (not deductible)	(878,158)
Total expenditure deducted as a separate legal entity	$ 1,074,607

NOTE 13 - The $504,183 of required fees paid to the Arizona Department of Revenue represents the fees assessed pursuant to A.R.S. 42-5041 for the State to recover a portion of the operating costs incurred in providing administrative and collection services to local governments. The expenditure is recorded in the Financial Services Department of the General Fund.

NOTE 14 - Principal payments on long-term debt for the Enterprise Funds consists of the following:

Water and wastewater bond principal payments	$ 16,585,802
Golf capital lease payments	153,848
Total principal payments on long-term debt	$ 16,739,650

CITY OF TEMPE, ARIZONA
NOTES TO ANNUAL EXPENDITURE LIMITATION REPORT
YEAR ENDED JUNE 30, 2021

NOTE 15 - The following exclusions are included in Governmental Funds "Other Entities' Participation":

Amounts received from other grants and donations:

General Fund	$	1,500
Donations and Court Awards Fund		285,933
Grants Fund		52,096
Total amounts received from other grants and donations	$	339,529

NOTE 16 - The following exclusions are included in Governmental Funds amounts received from the State:

Amount Received from State

	Governmental
Carryforward exclusions as of 6/30/20	$ -
Current year State grants	355,135
Current year Smart + Safe Proceeds	309,933
Current year grants exclusion used	(355,135)
Current year Smart + Safe exclusion used	-
Carryforward exclusions as of 6/30/21	$ 309,933

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INDEPENDENT ACCOUNTANT'S REPORT

Honorable Mayor and Members of the City Council
City of Tempe, Arizona

We have examined the City of Tempe, Arizona's (City) compliance as to whether highway user revenue fund monies received by the City pursuant to Arizona Revised Statutes Title 28, Chapter 18, Article 2, and any other dedicated state transportation revenues received by the City, were used solely for authorized transportation purposes during the fiscal year ended June 30, 2022. Management is responsible for the City's compliance with those specified requirements. Our responsibility is to express an opinion on the City's compliance with the specified requirements based on our examination.

Our examination was conducted in accordance with attestation standards established by the AICPA. Those standards require that we plan and perform the examination to obtain reasonable assurance about whether the City complied, in all material respects, with the specified requirements referenced above. An examination involves performing procedures to obtain evidence about whether the City complied with the specified requirements. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of the risks of material noncompliance, whether due to fraud or error. We believe the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

Our examination does not provide a legal determination on the City's compliance with specified requirements.

In our opinion, the City of Tempe, Arizona complied, in all material respects, with the aforementioned requirements for the fiscal year ended June 30, 2022.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
December 20, 2022

City of Tempe, Arizona
Single Audit Report
Year Ended June 30, 2022

CITY OF TEMPE, ARIZONA
SINGLE AUDIT REPORT
FOR THE YEAR ENDED JUNE 30, 2022

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Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards*

Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Tempe, Arizona

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Tempe, Arizona, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise City of Tempe, Arizona's basic financial statements, and have issued our report thereon dated December 20, 2022. Our report included an emphasis of matter paragraph as to comparability because of the implementation of Governmental Accounting Standards Board Statement No. 87, *Leases*.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered City of Tempe, Arizona's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of City of Tempe, Arizona's internal control. Accordingly, we do not express an opinion on the effectiveness of City of Tempe, Arizona's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that have not been identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether City of Tempe, Arizona's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
December 20, 2022

Report on Compliance for Each Major Federal Program;
Report on Internal Control Over Compliance; and
Report on Schedule of Expenditures of Federal Awards
Required by the Uniform Guidance

Independent Auditor's Report

Honorable Mayor and Members of the City Council
City of Tempe, Arizona

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited City of Tempe, Arizona's compliance with the types of compliance requirements identified as subject to audit in the *OMB Compliance Supplement* that could have a direct and material effect on each of City of Tempe, Arizona's major federal programs for the year ended June 30, 2022. City of Tempe, Arizona's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, City of Tempe, Arizona complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of City of Tempe, Arizona and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of City of Tempe, Arizona's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to City of Tempe, Arizona's federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on City of Tempe, Arizona's compliance based on our audit.

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate it would influence the judgment made by a reasonable user of the report on compliance about City of Tempe, Arizona's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding City of Tempe, Arizona's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of City of Tempe, Arizona's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of City of Tempe, Arizona's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control Over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of Tempe, Arizona as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise City of Tempe, Arizona's basic financial statements. We issued our report thereon dated December 20, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

Heinfeld Meech & Co. PC

Heinfeld, Meech & Co., P.C.
Scottsdale, Arizona
January 25, 2023

CITY OF TEMPE, ARIZONA
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Fiscal Period 7/1/2021 - 6/30/2022

Federal Awarding Agency/Program Title	Federal CFDA Number	Additional Award Identification (Optional)	Name of Funder Pass-Through Entity	Identifying Number Assigned By Funder Pass-Through Entity	Total Amount Provided to Sub-Recipients	Federal Expenditures	Federal Program Total	Cluster Name	Cluster Total
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT									
COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS	14.218				$200,372	$1,148,936	$1,674,953	CDBG - ENTITLEMENT GRANTS CLUSTER	$1,674,953
COVID-19 - COMMUNITY DEVELOPMENT BLOCK GRANTS/ENTITLEMENT GRANTS	14.218	COVID-19				$526,017	$1,674,953	CDBG - ENTITLEMENT GRANTS CLUSTER	$1,674,953
EMERGENCY SOLUTIONS GRANT PROGRAM	14.231					$3,801	$1,100,178	N/A	$0
COVID-19 - EMERGENCY SOLUTIONS GRANT PROGRAM	14.231	COVID-19			$89,243	$1,096,377	$1,100,178	N/A	$0
HOME INVESTMENT PARTNERSHIPS PROGRAM	*14.239*		*MARICOPA COUNTY DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT*	*N/A*		*$150,428*	*$150,428*	*N/A*	*$0*
SECTION 8 HOUSING CHOICE VOUCHERS	14.871					$10,378,597	$10,641,217	HOUSING VOUCHER CLUSTER	$10,945,314
COVID-19 - SECTION 8 HOUSING CHOICE VOUCHERS	14.871	COVID-19, EMERGENCY HOUSING VOUCHER PROGRAM				$262,620	$10,641,217	HOUSING VOUCHER CLUSTER	$10,945,314
MAINSTREAM VOUCHERS	14.879					$304,097	$304,097	HOUSING VOUCHER CLUSTER	$10,945,314
FAMILY SELF-SUFFICIENCY PROGRAM	14.896					$68,454	$68,454	N/A	$0
TOTAL DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT					$289,615	$13,936,327			
DEPARTMENT OF THE INTERIOR									
HISTORIC PRESERVATION FUND GRANTS-IN-AID	*15.904*		*U.S. DEPARTMENT OF THE INTERIOR*	*P15AF00079*		*$53,000*	*$53,000*	*N/A*	*$0*
TOTAL DEPARTMENT OF THE INTERIOR						$53,000			
DEPARTMENT OF JUSTICE									
COVID-19 - CORONAVIRUS EMERGENCY SUPPLEMENTAL FUNDING PROGRAM	16.034	COVID-19				$21,667	$21,667	N/A	$0
NATIONAL CRIMINAL HISTORY IMPROVEMENT PROGRAM (NCHIP)	*16.554*		*ARIZONA CRIMINAL JUSTICE COMMISSION*	*NCP 19-21-004*		*$175,059*	*$175,059*	*N/A*	*$0*
CRIME VICTIM ASSISTANCE	*16.575*		*ARIZONA DEPARTMENT OF PUBLIC SAFETY*	*2020-139*		*$601,464*	*$601,464*	*N/A*	*$0*
JUVENILE MENTORING PROGRAM	*16.726*		*AARP FOUNDATION*	*2018-JU-FX-0036*		*$78,991*	*$78,991*	*N/A*	*$0*
EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM	16.738					$76,115	$76,115	N/A	$0
TOTAL DEPARTMENT OF JUSTICE						$953,296			
DEPARTMENT OF TRANSPORTATION									
HIGHWAY PLANNING AND CONSTRUCTION	*20.205*		*ARIZONA DEPARTMENT OF TRANSPORTATION*	*N/A*		*$259,807*	*$335,767*	*HIGHWAY PLANNING AND CONSTRUCTION CLUSTER*	*$335,767*
HIGHWAY PLANNING AND CONSTRUCTION	*20.205*		*ARIZONA DEPARTMENT OF TRANSPORTATION*	*CMAQ TMP-0(251)D*		*$75,960*	*$335,767*	*HIGHWAY PLANNING AND CONSTRUCTION CLUSTER*	*$335,767*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2021-AI-010*		*$4,362*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2021-AI-035*		*$8,739*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2021-PTS-068*		*$17,218*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2021-CIOT-024*		*$10,000*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2021-207-040*		*$128,172*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2022-AI-011*		*$15,202*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*
STATE AND COMMUNITY HIGHWAY SAFETY	*20.600*		*ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY*	*2022-AL-038*		*$79,154*	*$313,059*	*HIGHWAY SAFETY CLUSTER*	*$367,111*

STATE AND COMMUNITY HIGHWAY SAFETY	20.600		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2022-PTS-006	$50,212	$313,059	HIGHWAY SAFETY CLUSTER	$367,111
NATIONAL PRIORITY SAFETY PROGRAMS	20.616		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2021-405B-009	$8,386	$54,052	HIGHWAY SAFETY CLUSTER	$367,111
NATIONAL PRIORITY SAFETY PROGRAMS	20.616		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2021-405D-040	$18,268	$54,052	HIGHWAY SAFETY CLUSTER	$367,111
NATIONAL PRIORITY SAFETY PROGRAMS	20.616		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2021-405H-020	$3,277	$54,052	HIGHWAY SAFETY CLUSTER	$367,111
NATIONAL PRIORITY SAFETY PROGRAMS	20.616		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2022-405B-008	$7,722	$54,052	HIGHWAY SAFETY CLUSTER	$367,111
NATIONAL PRIORITY SAFETY PROGRAMS	20.616		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2022-405B-048	$1,990	$54,052	HIGHWAY SAFETY CLUSTER	$367,111
NATIONAL PRIORITY SAFETY PROGRAMS	20.616		ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY	2022-405H-011	$13,403	$54,052	HIGHWAY SAFETY CLUSTER	$367,111
TOTAL DEPARTMENT OF TRANSPORTATION					$702,878			
DEPARTMENT OF TREASURY								
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS	21.027		DEPARTMENT OF TREASURY	N/A	$11,461,266	$11,461,266	N/A	$0
TOTAL DEPARTMENT OF TREASURY					$11,461,266			
INSTITUTE OF MUSEUM AND LIBRARY SERVICES OR NATIONAL ENDOWMENT FOR THE ARTS OR NATIONAL ENDOWMENT FOR THE HUMANITIES								
GRANTS TO STATES	45.310		ARIZONA LIBRARY, ARCHIVES, AND PUBLIC RECORDS	2020-0260-13	$117	$6,838	N/A	$0
GRANTS TO STATES	45.310		ARIZONA LIBRARY, ARCHIVES, AND PUBLIC RECORDS	2017-0320-04	$6,000	$6,838	N/A	$0
GRANTS TO STATES	45.310		ARIZONA LIBRARY, ARCHIVES, AND PUBLIC RECORDS	2020-0010-CAP-13	$2,721	$6,838	N/A	$0
TOTAL INSTITUTE OF MUSEUM AND LIBRARY SERVICES OR NATIONAL ENDOWMENT FOR THE ARTS OR NATIONAL ENDOWMENT FOR THE HUMANITIES					$6,838			
SMALL BUSINESS ADMINISTRATION								
COVID-19 SHUTTERED VENUE OPERATORS GRANT PROGRAM	59.075	COVID-19, SBAHQ21SW0127 10.2			$678,264	$678,264	N/A	$0
TOTAL SMALL BUSINESS ADMINISTRATION					$678,264			
DEPARTMENT OF HEALTH AND HUMAN SERVICES								
SUBSTANCE ABUSE AND MENTAL HEALTH SERVICES_PROJECTS OF REGIONAL AND NATIONAL SIGNIFICANCE	93.243	1H79TI082531-01			$445,797	$445,797	N/A	$0
TOTAL DEPARTMENT OF HEALTH AND HUMAN SERVICES					$445,797			
EXECUTIVE OFFICE OF THE PRESIDENT								
HIGH INTENSITY DRUG TRAFFICKING AREAS PROGRAM	95.001	HT-16-2616	CITY OF TUCSON	HT-16-2616	$208,958	$208,958	N/A	$0
TOTAL EXECUTIVE OFFICE OF THE PRESIDENT					$208,958			
DEPARTMENT OF HOMELAND SECURITY								
HOMELAND SECURITY GRANT PROGRAM	97.067		ARIZONA OFFICE OF HOMELAND SECURITY	200825-03	$5,440	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067		ARIZONA OFFICE OF HOMELAND SECURITY	200825-02	$43,489	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067		ARIZONA OFFICE OF HOMELAND SECURITY	170824-02	$5,960	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067		ARIZONA OFFICE OF HOMELAND SECURITY	200216-01	$67,986	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067		ARIZONA OFFICE OF HOMELAND SECURITY	200825-04	$1,000	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067		ARIZONA OFFICE OF HOMELAND SECURITY	200825-01	$35,874	$349,460	N/A	$0

HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	200824-03	$12,442	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	180714-02	$969	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	170823-02	$21,462	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	210822-01	$83,670	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	210823-03	$24,682	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	210823-02	$28,000	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	210823-01	$15,937	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	200824-03	$2,343	$349,460	N/A	$0
HOMELAND SECURITY GRANT PROGRAM	97.067	ARIZONA OFFICE OF HOMELAND SECURITY	210823-02	$200	$349,460	N/A	$0
TOTAL DEPARTMENT OF HOMELAND SECURITY					$349,460		
TOTAL EXPENDITURE OF FEDERAL AWARDS				$289,615	$28,799,084		

Please Note:
Italicized award lines indicate pass-through funding

The accompanying Notes to the Schedule of Expenditures of Federal Awards are an integral part of the schedule.

CITY OF TEMPE, ARIZONA
NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
Fiscal Period 7/1/2021 - 6/30/2022

Significant Accounting Policies Used in Preparing the SEFA

The accompanying Schedule of Expenditures of Federal Awards (Schedule) includes the federal grant activity of City of Tempe, Arizona under programs of the federal government for the year ended June 30, 2022. The information in the Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position or cash flows of the City. Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Any negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Pass-through entity identifying numbers are presented where available.

10% De Minimis Cost Rate

The auditee did not use the de minimis cost rate.

Assistance Listing Numbers

The program titles and Assistance Listing numbers were obtained from the federal or pass-through grantor or through sam.gov. If the three-digit Assistance Listing extension is unknown, there is a U followed by a two-digit number in the Assistance Listing extension to identify one or more Federal award lines from that program. The first Federal program with an unknown three-digit extension is indicated with U01 for all award lines associated with that program, the second is U02, etc.

CITY OF TEMPE, ARIZONA
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED JUNE 30, 2022

Summary of Auditor's Results:

Financial Statements

Type of auditor's report issued: Unmodified

Internal control over financial reporting:
- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Noncompliance material to financial statements noted: No

Federal Awards

Internal control over major programs:
- Significant deficiency(ies) identified: No
- Material weakness(es) identified: No

Type of auditor's report issued on compliance for major programs: Unmodified

Any audit findings disclosed that are required to be reported in accordance with §200.516 of Uniform Guidance: No

Identification of major programs:

Assistance Listing Numbers	Name of Federal Program or Cluster
14.231	Emergency Solutions Grant Program
14.871, 14.879	Housing Voucher Cluster
21.027	Coronavirus State and Local Fiscal Recovery Funds

Dollar threshold used to distinguish between Type A and Type B programs: $863,972

Auditee qualified as low-risk auditee: Yes

Findings Related to Financial Statements Reported in Accordance with *Government Auditing Standards*: No

Findings and Questioned Costs Related to Federal Awards: No

Summary Schedule of Prior Audit Findings required to be reported: No

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing

SPECIAL ATTENTION OF:
Directors of HUD Regional and Field Offices of Public Housing;
Public Housing Agencies that Receive Funds under Any Public and Indian Housing Program

NOTICE PIH-2015-06

Issued: April 23, 2015

Expires: Effective until amended, superseded, or rescinded

Cross References:
PIH 2014-10, PIH 2010-15

Subject: U.S. Department of Housing and Urban Development (HUD) Privacy Protection Guidance for Third Parties

1) **Purpose**: This notice informs all public housing agencies (PHAs) about their responsibilities for safeguarding personally identifiable information (PII) required by HUD and preventing potential breaches of this sensitive data. HUD is committed to protecting the privacy of individuals' information stored electronically or in paper form, in accordance with federal privacy laws, guidance, and best practices. HUD expects its third party business partners, including Public Housing Authorities, who collect, use, maintain, or disseminate HUD information to protect the privacy of that information in accordance with applicable law.

   PIH 2014-14 is being revised to include guidance to assist PHA system administrators and users to fulfill their requirements for information technology security awareness training.

2) **Background**: Section 6 of the Housing Act of 1937, the Privacy Act of 1974, 5 U.S.C. § 552a (Privacy Act), The Freedom of Information Act (FOIA), 5 U.S.C. § 552, and Section 208 of The E-Government Act are the primary federal statutes that limit the disclosure of information about public housing residents and recipients of the Housing Choice Voucher program. In addition, the Housing and Community Development Act of 1987, 42 U.S.C. § 1437d (q)(4), 42 U.S.C. § 1437d (t)(2), 42 U.S.C. § 3543, and the Stewart B. McKinney Homeless Assistance Act of 1988, 42 U.S.C. § 3544, further regulate the treatment of this information.

   a) General HUD program requirements are set forth in 24 C.F.R. Part 5, Subpart B, Disclosure and Verification of Social Security Numbers and Employer Identification Numbers: Procedures for Obtaining Income Information. Subpart B enables HUD and

PHAs to obtain income information about applicants and participants in the covered programs through computer matches with State Wage Information Collection Agencies (SWICAs) and Federal agencies, in order to verify an applicant's or participant's eligibility for or level of assistance.

i) *Restrictions on Use of Income Information Obtained from SWICA and Federal Agencies.* The restrictions of 42 U.S.C. 3544(c)(2)(A) apply to the use by HUD or a PHA of income information obtained from a SWICA and the restrictions of 42 U.S.C. 3544(c)(2)(A) and of 26 U.S.C. 6103(l)(7)(C) apply to the use by HUD or a PHA of income information obtained from the Internal Revenue Service or the Social Security Administration.

b) The Privacy Act and other requirements for grants and contracts is spelled out in 24 C.F.R. 5.212 which states:

i) *Compliance with the Privacy Act.* The collection, maintenance, use, and dissemination of SSNs, EINs, any information derived from SSNs and Employer Identification Numbers (EINs), and income information under this subpart shall be conducted, to the extent applicable, in compliance with the Privacy Act (5 U.S.C. 552a) and all other provisions of Federal, State, and local law.

Privacy Act Notice. All assistance applicants shall be provided with a Privacy Act notice at the time of application. All participants shall be provided with a Privacy Act notice at each annual income recertification.

c) The Federal Acquisition Regulation (FAR), 48 C.F.R. 24.104, sets forth that compliance with the requirements of the Privacy Act be included in HUD contracts at clause 52.224-2, which provides in part:

(a) The Contractor agrees to—
(1) *Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act ....*

Similar language is included in all HUD Grant Agreements requiring the Grantee to comply with the provisions of the Privacy Act of 1974 and the agency rules and regulations issued under the Act. (See Attachments 1 and 2 for the above provisions)

d) Additional federal guidance on privacy protection is in OMB privacy-related memoranda, including:

i) OMB M-01-05, Guidance on Inter-Agency Sharing of Personal Data – Protecting Personal Privacy

ii) OMB M-03-22, OMB Guidance for Implementing the Privacy Provisions of the E-Government Act of 2002

iii) OMB M-04-26, Personal Use Policies and —File Sharing Technology

iv) OMB M-05-08, Designation of Senior Agency Officials for Privacy

v) OMB M-06-15, Safeguarding Personally Identifiable Information

vi) OMB M-06-16, Protection of Sensitive Agency Information

vii) OMB M-06-19, Reporting Incidents Involving Personally Identifiable Information and Incorporating the Cost for Security in Agency Information Technology Investments

viii) OMB Memo, September 20, 2006, Recommendations for Identity Theft Related Data Breach Notification Guidance

ix) OMB M-07-16, Safeguarding Against and Responding to the Breach of Personally Identifiable Information

x) OMB M-14-04, FY 2013 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management (FISMA). FISMA requires federal agencies to implement a mandatory set of processes designed to ensure the confidentiality, integrity, and availability of system related information. FISMA requires program officials, and the head of each agency, to conduct annual reviews of information security programs, with the intent of keeping risks at or below specified acceptable levels in a cost-effective, timely, and efficient manner.

e) Definitions

As used in this Notice, the following terms are defined as:

i) Personally Identifiable Information (PII). Defined in OMB M-07-16 as ". . . information which can be used to distinguish or trace an individual's identity, such as their name, social security number, biometric records, etc. alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc."

ii) Sensitive Personally Identifiable Information. PII that when lost, compromised or disclosed without authorization could substantially harm an individual. Examples of sensitive PII include social security or driver's license numbers, medical records, and financial account numbers such as credit or debit card numbers.

3) **Guidance on Protecting Sensitive Privacy Information**: The Privacy Act requires that federal agencies maintain only such information about individuals that is relevant and necessary to accomplish its purpose. The Privacy Act also requires that the information be maintained in systems or records – electronic and paper – that have the appropriate

administrative, technical, and physical safeguards to protect the information, however current. This responsibility extends to contractors and third party business partners, such as Public Housing Authorities, who are required to maintain such systems of records by HUD.

a) Contractors and third party business partners should take the following steps to help ensure compliance with federal requirements:

i) Security Awareness and Privacy Training

(1) The National Institute of Standards and Technology (NIST) publishes templates and guides for what security awareness trainings should entail in order to be FISMA compliant. These guidelines focus on the following key aspects:

- **Confidentiality** - Protecting information from unauthorized access and disclosure.
- **Integrity** - Assuring the reliability and accuracy of information and IT resources by guarding against unauthorized information modification or destruction.
- **Availability** - Defending information systems and resources to ensure timely and reliable access and use of information. As such, systems are vulnerable to misuse, interruptions and manipulation.
- **Threat**- A threat in the case of IT security is the potential to cause unauthorized disclosure, unavailability, changes, or destruction of protected information.
- **Vulnerability**- Any flaw or weakness that can be exploited and could result in a breach or a violation of a system's security policy
- **Risk** is the likelihood that a threat will exploit vulnerability.
- **Controls** are policies, procedures, and practices designed to decrease the likelihood, manage the impact, or minimize the effect of a threat exploiting a vulnerability

(2) Additionally, the NIST provides publications for reference on Building an Information Technology Security Awareness and Training Program and Security and Privacy Controls for Federal Information Systems and Organizations

(3) PHAs should maintain adequate documentation that supports the training for all staff as well as maintain auditable records of training completion. Although there is not required reporting on the training, Office of Field Operations personnel may spot-check compliance on on-site visits.

ii) Limit Collection of PII

(1) Do not collect or maintain sensitive PII without proper authorization. Collect only the PII that is needed for the purposes for which it is collected.

(2) Consistent with the provisions of this Notice, PHAs may enter into agreements (or in some cases be required) to provide PII to legitimate researchers under contract

or other agreement with HUD to support studies on the effects and operations of HUD programs. Further, HUD encourages PHAs to supply PII to other legitimate researchers who do not have contracts or other agreements with HUD in support of such studies, so long as the PHA in question has taken reasonable precautions to prevent disclosure of PII outside of the research team. Such reasonable precautions generally involve written agreements between the PHA and one or more researchers that specify the legal obligations of the latter to protect PII from disclosure.

iii) Manage Access to Sensitive PII

(1) Only share or discuss sensitive PII with those personnel who have a need to know for purposes of their work. Challenge anyone who asks for access to sensitive PII for which you are responsible.

(2) Do not distribute or release sensitive PII to other employees, contractors, or other third parties unless you are first convinced that the release is authorized, proper and necessary.

(3) When discussing sensitive PII on the telephone, confirm that you are speaking to the right person before discussing the information and inform him/her that the discussion will include sensitive PII.

(4) Never leave messages containing sensitive PII on voicemail.

(5) Avoid discussing sensitive PII if there are unauthorized personnel, contractors, or guests in the adjacent cubicles, rooms, or hallways who may overhear your conversations.

(6) Hold meetings in a secure space (i.e., no unauthorized access or eavesdropping possible) if sensitive PII will be discussed and ensure that the room is secured after the meeting.

(7) Treat notes and minutes from such meetings as confidential unless you can verify that they do not contain sensitive PII.

(8) Record the date, time, place, subject, chairperson, and attendees at any meeting involving sensitive PII.

iv) Protect Hard Copy and Electronic Files Containing Sensitive PII

(1) Clearly label all files containing sensitive PII by placing appropriate physical labels on all documents, removable media such as thumb drives, information systems, and application. Examples of appropriate labels might include —For Official Use Only or —For (Name of Individual/Program Office) Use Only.

(2) Lock up all hard copy files containing sensitive PII in secured file cabinets and do not leave unattended.

(3) Protect all media (e.g., thumb drives, CDs, etc.,) that contain sensitive PII and do not leave unattended. This information should be maintained either in secured file cabinets or in computers that have been secured.

(4) Keep accurate records of where PII is stored, used, and maintained.

(5) Periodically audit all sensitive PII holdings to make sure that all such information can be readily located.

(6) Secure digital copies of files containing sensitive PII. Protections include encryption, implementing enhanced authentication mechanisms such as two-factor authentication, and limiting the number of people allowed access to the files.

(7) Store sensitive PII only on workstations that can be secured, such as workstations located in areas that have restricted physical access.

v) **Protecting Electronic Transmissions of Sensitive PII via fax, email, etc.**

(1) When faxing sensitive PII, use the date stamp function, confirm the fax number, verify that the intended recipient is available, and confirm that he/she has received the fax. Ensure that none of the transmission is stored in memory on the fax machine, that the fax is in a controlled area, and that all paper waste is disposed of properly (e.g., shredded). When possible, use a fax machine that uses a secure transmission line.

(2) Before faxing PII, coordinate with the recipient so that the PII will not be left unattended on the receiving end.

(3) When faxing sensitive PII, use only individually-controlled fax machines, not central receiving centers.

(4) Do not transmit sensitive PII via an unsecured information system (e.g., electronic mail, Internet, or electronic bulletin board) without first encrypting the information.

(5) When sending sensitive PII via email, make sure both the message and any attachments are encrypted.

(6) Do not place PII on shared drives, multi-access calendars, the Intranet, or the Internet.

vi) Protecting Hard Copy Transmissions of Files Containing Sensitive PII

(1) Do not remove records about individuals with sensitive PII from facilities where HUD information is authorized to be stored and used unless approval is first obtained from a supervisor. Sufficient justification, as well as evidence of information security, must been presented.

(2) Do not use interoffice or translucent envelopes to mail sensitive PII. Use sealable opaque solid envelopes. Mark the envelope to the person's attention.

(3) When using the U.S. postal service to deliver information with sensitive PII, double-wrap the documents (e.g., use two envelopes – one inside the other) and mark only the inside envelope as confidential with the statement —To Be Opened By Addressee Only.

vii) Records Management, Retention, and Disposition

(1) Follow records management laws, regulations, and policies applicable within your jurisdiction.

(2) Ensure all Public Housing Authority locations and all entities acting on behalf of the Authority are managing records in accordance with applicable laws, regulations, and policies.

(3) Include records management practices as part of any scheduled oversight protocols.

(4) Do not maintain records longer than required.

(5) Destroy records after retention requirements are met.

(6) Dispose of sensitive PII appropriately – use cross-cut shredders or burn bags for hard copy records and permanently erase (not just delete) electronic records.

viii) Incident Response

(1) Supervisors should ensure that all personnel are familiar with reporting procedures.

(2) Promptly report all suspected compromises of sensitive PII related to HUD programs and projects to HUD's National Help Desk at 1-888-297-8689.

ix) Contact Information

Inquiries about this notice should be directed to Matthew Steen, Privacy Liaison Officer, Real Estate Assessment Center, Office of Public and Indian Housing, at 202-475-8933.

x) **Paperwork Reduction Act**. The information collection described in this Notice has been approved by the Office of Management and Budget (OMB) under the Paperwork Reduction Act (PRA) of 1995 (44 U.S.C 3520). In accordance with the PRA, HUD may not conduct or sponsor, and a person is not required to respond to, a collection of information unless the collection displays a currently valid OMB control number.

/s/

Lourdes Castro Ramírez,
Principal Deputy Assistant Secretary for
Public and Indian Housing

EXHIBIT B
TO
COOPERATIVE CONTRACT PURCHASE ADDENDUM
CONTRACT NO. 2024155

[Proposal and Fee Schedule]

See following page.

Quotation for Annual Audit Services

Below is our firm's quotation for auditing services for the City of Buckeye. This quotation is in accordance with the terms and conditions of the City of Tempe Contract #T23-050-01 for External Auditing Services. This quotation is effective (non-rescindable) for 60 days.

Fiscal Year End	Annual Audit	Biennial Development Impact Fee AUP Report	Total Fee
June 30, 2024	$96,000	$10,000	$106,000
June 30, 2025	$98,850	N/A	$98,850
June 30, 2026	$102,000	$10,000	$112,000

The fee presented above for the Annual Audit includes the City's financial statement audit, review of City's ACFR, Single Audit, Annual Annual Expenditure Limitation Report, Annual Highway User Revenue Fund Report, and separate audits for seven Community Facilities Districts. The Single Audit fee includes testwork of one major federal program; if additional programs are necessary, a fee of $2,000 per program will be assessed.

Our proposed audit fees do not include additional time required for scope expansion due to changes in audit and/or reporting requirements, including GASB Statements issued after the date of this proposal. Any additional services will be discussed with the City in advance and may be billed at the hourly rates listed below or at a negotiated fixed fee, depending on the nature of the additional work.

Any additional work authorized by the City completed during the first contract year will be billed at the following hourly rates. These hourly rates will be increased 3% annually for any work completed in subsequent contract years.

Principal - $285; Manager - $215; Senior - $165; Staff - $120

CPA Firm:	Heinfeld, Meech & Co., P.C.
ADDRESS:	10120 North Oracle Road
	Tucson, Arizona 85704
TELEPHONE:	(520) 903-6867
SIGNED BY:	Diane Bradley
TITLE:	Partner – Administration
DATE:	January 24, 2024

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.H. FIN - Watson Road - US Department of Transportation (DOT) - Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program
DATE PREPARED: 03/18/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to approve the submission of a $30,023,700 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Watson Road from Southern Avenue to MC85.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye seeks to construct a multi-modal bridge connecting Watson Road from Southern Avenue to MC85. The bridge over the railroad tracks and irrigation canal will reconnect the downtown area to employment (Walmart Distribution and Ross Warehouse) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling. The completion of the accessibility and connection of Watson Road over the railroad tracks and irrigation canal will also improve air pollution, reduce environmental harm, and improve community accessibility and safety.

BENEFITS:
Watson Road is one of the arterial roadways that connects downtown Buckeye to the I-10 freeway but is bifurcated by the railroad tracks and the irrigation canal. Connecting Watson Road from Southern Avenue to MC85 will increase the community's ability to access work, shopping, banking, personal services and other daily essentials, by multiple means of transportation, while also reducing the need for vehicles and reducing air pollution.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. After construction of the proposed project, maintenance of the project area would be included in the General Fund operating budget.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $24,018,960 (80%) over three years. The match from the City is $6,004,740 (20%) over a three-year period. The total project is budgeted at $30,023,700 over a three-year period.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:
2025-2028

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
BCA Calculation.xlsx
BCA Narrative.pdf
CAR Recap Summary RAISE Watson Project.docx
Letters of Support.pdf
Merit Criteria Narrative.pdf
Project Budget.pdf
Project Description.pdf
Project Readiness.pdf

Funding Source	Total Funding Amount
RAISE Funds	$ 24,018,960.00
Other Federal Funds	0
Non-Federal Funds	$ 6,004,740.00
Total:	$ 30,023,700.00

Census Tracts	Project Costs per Census Tracts
507.01	$ 24,018,960.00
507.02	$ 6,004,740.00
Total Project Cost	$ 30,023,700.00

Watson Budget

Watson Road roadway improvements and overpass over the railroad tracks and irrigation canal.

Year	2024	2025	2026	2027	Total Project Cost	
Cost:						
Planning and Design	$1,400,000					
Land Acquisition		$7,000,000				
Construction			$20,194,000			
Contingency 5%	$70,000	$350,000	$1,009,700			
Total	$1,470,000	$7,350,000	$21,203,700	-	$ 30,023,700	All within HDC Census Tract 507.01 and 507.02

Aggregate cost of project		Total Project Cost
Cost by Category		$ 30,023,700
Planning and Design	$1,400,000	
Land Acquisition	$7,000,000	
Construction	$20,194,000	
Contingency	$1,429,700	
Total	$ 30,023,700.00	

Traffic Stats

	ADOT 2021 Crash Facts		
Az 2021 Cost of Crashes	20,155,769,803	Yearly Crash Cost	
Cost per crash	$ 166,103		
# of Watson Accidents - 2021	395		
Watson	yearly cost = 166,103 x 395	$	65,610,685
Total Project Cost	$ 30,023,700		
Annual Crash Costs vs. Total Project Costs BCA ratio	2.19		

Buckeye Police Traffic Accident Statistics

2021			
Non-injury	Injury	Fatality	2021 Total
351	43	1	395

ADOT 2021 Crash Facts

Non-Injury	Injury	Fatality	2021 Total
85,079	35,203	1063	121,345

Job Creation Benefit

4100 jobs at $15/hour per year $ 127,920,000.00

	Project Cost	Accident avoidance benefit (25% reduction)		Job Creation benefit	Total Annual Benefits	20 years of benefits
Project cost versus benefits	$30,023,700.00	16,402,671	plus	$ 127,920,000.00	$144,322,671	$2,886,453,425
Benefits exceed cost by: In first year	4.8			BCA ratio	4.8	96.1
Benefits exceed cost by: Over 20 years	96.1					

Benefit-Cost Analysis

The design is 30% or more complete and the budget contains contingencies and scheduling considerations.

Please see the Budget and BCA Calculations file excel spreadsheet for detail and calculations.

The Watson Road project costs by category are as follows:

Planning and Design	$ 1,400,000
Land Acquisition	$ 7,000,000
Construction	$ 20,194,000
Contingency	$ 1,429,700
Total Cost	$ 30,023,700

The project is designated as rural and 100% of the cost of the project and benefits are in historically disadvantaged community census tracts. However, if an alternative funding source were required, the City of Buckeye would review its general fund for alternative funding of the cost or potentially pursue State or County support. In all likelihood, a project this large would go unfunded and not be constructed without the grant. Regarding cost overruns, the City has built in a 5% contingency into the budget. Any cost overruns beyond the budget and contingency would require an alternative source of funding.

Based upon the Arizona Dept of Transportation (ADOT) 2021 crash facts, the cost of all accidents in Arizona was $ 20,155,769,803. There were 121,345 accidents, which equates to $166,103 per accident. Applying that to Watson Road accidents of 395 in 2021 equates to $ 65,610,685 cost of accidents ($166,103 per accident x 395 accidents = $65,610,685). This one-year amount exceeds the $30,023,700 cost of this project by 2.2 times. Therefore, there is a cost benefit to reducing and eliminating accidents. And of course, there is the unquantifiable benefit of reducing or eliminating injuries and fatalities. Buckeye hopes to eliminate fatalities and reduce injuries by 25%, while reducing accidents by 25%, thereby reducing the cost of accidents by $16,402,670.

Another benefit is access to employment by historically disadvantaged communities. This project completes multi-modal access to a Walmart distribution warehouse with 1,500 jobs and a Ross Dress for Less distribution warehouse with 1,300 jobs, which is opening soon. Creating access to 2,800 jobs at Walmart and Ross Dress for Less makes available at minimum $87 million per year in wages to historically disadvantaged communities ($15/hour x 2080 hours x 2800 jobs). Additionally, this project will encourage another distribution warehouse to build next to Walmart, thus creating another estimated 1,300 new jobs and another $40 million per year in wages. This current and potential job benefit of $127.9 million exceeds the $30,023,700 cost of this project by 4.2 times.

Combining the two benefits gives a BCA ratio of 4.8:1 (127,900,000 + 16,402,670/30,023,700) in the first year. Adding the benefits over a 20-year period gives a BCA ratio of 96:1.

This project provides community connectivity to historically disadvantaged community census tracts.
The existing available route from S. Watson Road and Southern Avenue to S. Watson Road and MC85 is 3.5 miles because there is no pathway direct down S. Watson Road from Southern Avenue to MC 85 due to the barriers to connectivity of railroad tracks and an irrigation canal. However, once the barrier overpass of 0.7 miles is completed, this trip will be reduced from 3.5 miles to 0.7 miles. The proposed multi-modal improvements make the new roadway accessible to vehicular and non-vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides access to employment, and benefits the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile and by reducing daily work roundtrips by 5.6 miles would reduce CO2 emissions by 487,200 grams or 1,074 pounds (5.6 miles per round trip x 348 grams x 250 round trips per year) in a single year just for one car. If the average daily traffic were 3,000 vehicles, that would reduce CO2 emissions by over 3 million pounds per year. Thus, providing a significant health benefit to this disadvantaged community.

According to the Department of Transportation, installing Intelligent Transportation Systems (ITS) along Watson Road help reduce time traveling and make travel safer for non-commercial and commercial traffic. ITS provides connectivity between traffic signals along Miller Road to allow Signal and Traffic Engineering staff the ability to monitor and adjust signal operations as necessary for efficiency and safety. A secondary benefit to the ITS system is that it provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's ever growing traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents, to minimize traffic delays and reduce travel times and emissions.

This project will provide for new multi-modal pathways for vehicular, pedestrian, handicap, and bicycle traffic. It will also connect to other pedestrian/bicycle/rolling only pathways along the irrigation canal.

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
Irrigation Canal and railroad tracks that are connectivity barriers between neighborhoods and employment opportunities	A new overpass over the railroad tracks and irrigation canal will be constructed to connect neighborhoods on each side of the barriers.	Reduced travel time and distance for cyclists, pedestrians, and motorists by 2.8 miles each way due to a more direct route. This also leads to reduced emissions. Another impact is the reduced barriers to employment opportunities for the disadvantaged communities.

U.S. DOT: RAISE Grant Program - Watson Road Project Summary Recap

Project Description:

The City of Buckeye seeks to construct a multi-modal bridge and road completion connecting Watson Road from Southern to MC85. The bridge over the railroad tracks and irrigation canal will reconnect the downtown area to employment (Walmart Distribution and Ross Warehouse) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling.

Project Cost

- $ 30,023,700 (over a 3-year period)

Required Match

- $6,004,740 – 20% (over a 3-year period)

Grant Amount

- $ 24,018,960 – 80% (over a 3-year period)

Plans Once Grant Expires:

- Future maintenance needs will become a part of the annual budget unless future grant opportunities arise.

Objectives and Expected Outcomes

- The objective is to provide the community with a much-needed connection of Watson Road.
- The expected outcome is an increase in employment opportunities for those living in the downtown area.
- An additional expected outcome is decreased air pollution as commutes would be shortened.
- The completion of Watson Road also provides alternative routes for commercial traffic.

Time Period for the Grant

- FY 2025 - 2028

Buckeye Valley
CHAMBER OF COMMERCE

508 E. Monroe Avenue | Buckeye, AZ 85326 | Phone: 623.386.2727 | Fax: 623.386.7527
www.buckeyevalleychamber.org

February 21, 2023

RE: Letter of Support for the Watson Road completion project

The completion of Watson Road is of high importance to the Buckeye community. This project completes the connection from U.S. Interstate 10, in the north, south to the southern part of Buckeye. The project has several components, including an important overpass of the railroad tracks and an irrigation canal. It will also be multi-modal, including vehicular, pedestrian, and bicycle. This will improve the safety and well-being of our community by providing direct access to new employment, healthcare services, schools, recreation, and commerce. This project will remove connectivity barriers between historically disadvantaged areas and the aforementioned. It should also reduce vehicular emissions as we will be traveling less distance due to a direct roadway connection as opposed to an out of the way route, which is currently required.

We would like to express our support for the Buckeye Watson Road completion project and the related grant application to the U.S. DOT for the completion of said project.

Respectfully,

Deanna Kupcik

Deanna K Kupcik
President/CEO

Walmart
Save money. Live better.

23701 W Southern Ave
Buckeye, Az 85326
623-386-0066

marty.evans@walmart.com

October 10, 2022

Rob Roach
Budget Analyst/Grant Program
Administrator
City of Buckeye

The Wamart Distribution Center is an established business in the Buckeye Community. Our business requires Commercial Truck Traffic in and out of our Warehouse at the rate of approximately 300 Commercial Trucks per day. Watson Avenue is our designated route for the trucks to access the I-10 Interchange.

Our drivers are the safest in the country and they, along with our Company, are concerned about the safety of its citizens who live in the area to finish Watson over the irrigation canal. For this reason we support the Project. Thank You.

Sincerely,

Marty Evans
Safety Manager
Walmart Supply Chain

Merit Criteria

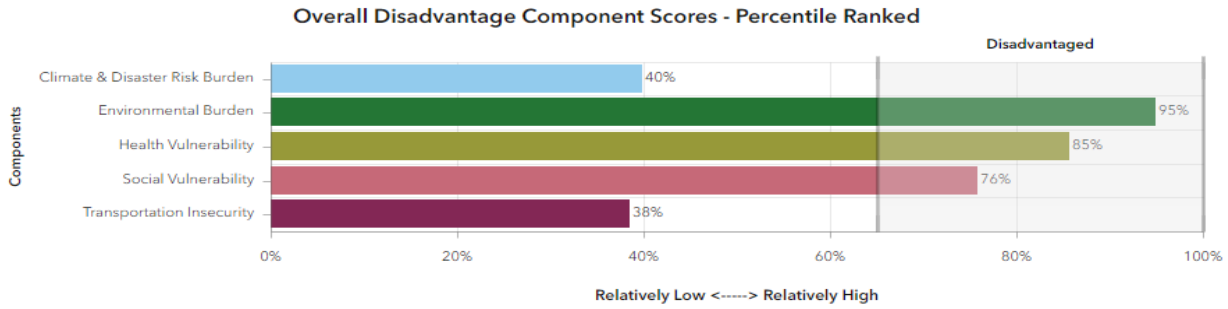
Safety

This project will provide for new multi-modal pathways for vehicular, pedestrian, handicap, and bicycle traffic including a dedicated bike lane within historically disadvantaged communities. It will also connect to other pedestrian/bicycle/rolling only pathways along the irrigation canal. This provides safer pathways for non-vehicular traffic by separating them from vehicular lanes. The overpass nature of this project will separate ground traffic from the railroad tracks, eliminating the risk of train versus traffic collisions. Buckeye will be installing Intelligent Transportation Systems (ITS), which according to the Department of Transportation, is a national program, using computers and communications to make travel safer by providing traveler information to give current, multi-modal information on travel conditions to guide choices on how, when, and where to travel. It also provides in-vehicle maps and automatic notification emergency services regarding serious accidents and their location. The project also includes traffic signals. According to one study (raipher.com-traffic-lights-safety) that measured fatalities at intersections without traffic signals versus intersections with traffic signals, out of 10,267 fatalities at intersections, only 3,145 took place at intersections with traffic signals. Traffic signals generally reduce the severe left turn/angle crashes that result in fatalities by indicating which movements have the right-of-way. Per the Buckeye Police Department, along Watson Road, there were 309 traffic accidents in 2020, 395 in 2021, and 396 during 2022. Buckeye's goal is to reverse this negative trend. We plan to leverage public health by way of community engagement. News releases will target the entire City to promote traffic safety, warn against the negative effects of impaired driving, and highlight the safety features of the proposed project, once completed, as identified in the Department's National Roadway Safety Strategy plan. Buckeye also uses social media such as Facebook, Twitter, Nextdoor, and Instagram to reach all audience demographics.

Watson Road between Southern Avenue and MC 85 will have a raised median with streetlights. The median will provide a 'barrier' between opposing directions of traffic to help prevent head on collisions due to an errant vehicle or inattentive driver. The streetlights will provide the proper roadway illumination to ensure the roadway users (vehicles, pedestrians, and bicyclists) can see anything in or crossing their travel path. The median will also have limited breaks for crossing over traffic, thus minimizing potential vehicle-vehicle conflict points and increasing the safety of the corridor.

Traffic signals will be installed at the intersections along Watson Road at MC 85 and Southern Avenue. These traffic signals will not only improve the operation of the intersections on Watson Road corridor, but they will also improve the safety of the corridor. The traffic signals will be equipped with advance detection zones to minimize dilemma zone situations for drivers that will extend green times as needed to allow vehicles to safely pass through the intersection.

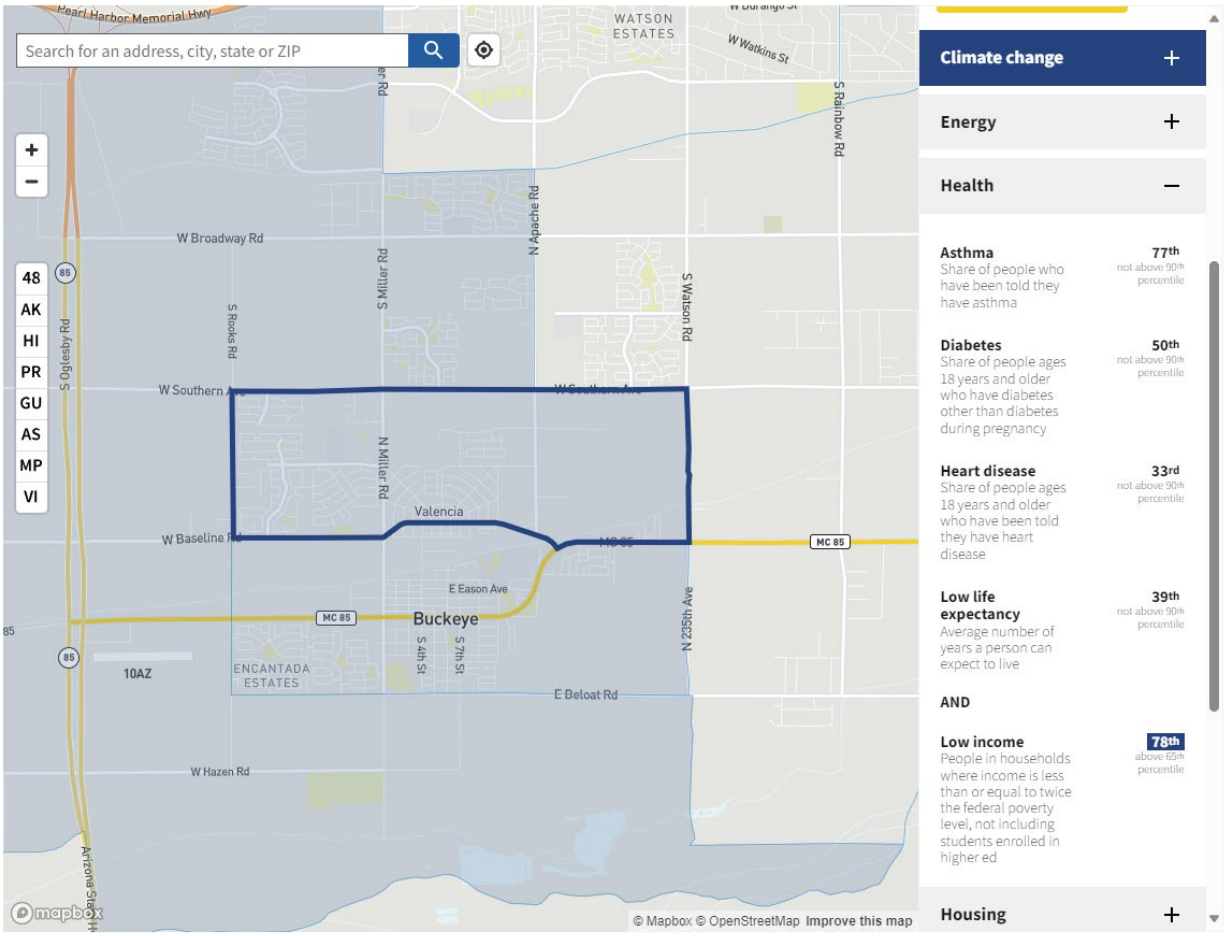
Environmental Sustainability



[ETC Explorer - State Results | USDOT Equitable Transportation Community (ETC) Explorer (arcgis.com)]

The above ETC tool for 507.01 and 507.02 indicates that the disadvantaged community is in the 95th percentile for environmental burden. The existing available route from Watson Road and Southern Avenue to Watson Road and MC85 is 3.5 miles because there is no pathway directly down Watson Road from Southern Avenue to MC 85 due to the barriers to connectivity of railroad tracks and an irrigation canal. Once the barrier overpass of 0.7 miles is completed, the distance of travel will be reduced from 3.5 miles to 0.7 miles. The proposed multi-modal improvements make the new roadway accessible to vehicular and non-vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides access to employment, and benefits the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile and by reducing daily work roundtrips by 5.6 miles would reduce CO2 emissions by 487,200 grams or 1,074 pounds (5.6 miles per round trip x 348 grams x 250 round trips per year) in a single year for just one car. If the average daily traffic were only 3,000 vehicles, that would reduce CO2 emissions by over 3 million pounds per year. The projected daily volumes on Watson Road are over 23,000 vehicles in 2040. The construction of the project would reduce the traffic volumes on adjacent congested roadways with a potential CO2 reduction of over 20 million pounds per year, thus, providing a significant health benefit to this disadvantaged community as to air quality and reduction in greenhouse gas emissions, improving environmental conditions and having a positive impact on climate change. The project will provide high quality choices of lower-carbon transportation such as walking, rolling, bicycling, scooters, and other modes of travel that reduce greenhouse gas emissions and encourage active life activities.

As per the below mapping tool, improved health conditions such as asthma and life expectancy can be expected when improving the air quality.



Quality of Life

This project will reduce vehicle dependence due to the multi-modal traffic accommodation, and is located within and serves an underserved community, thereby proactively addressing equity. The new facility improves public health as it promotes walking, biking, and rolling via the dedicated non-vehicular travel lanes and sidewalks (pathways). These non-vehicular pathways also connect to other pedestrian pathways which lead to various destinations within the City of Buckeye. The proposed project improves access to daily destinations like jobs, healthcare, grocery stores, schools, places of worship, recreation, and parks by reducing the miles driven from 3.5 miles to 0.7 miles, thereby reducing the roundtrip travel distance by 5.6 miles. Additionally, quality of life and health are improved within this historically disadvantaged community by the expected reduction in vehicle emissions. It is anticipated that CO2 emissions can be reduced by over 3 million pounds per year.

Mobility and Community Connectivity

The project is in coordination with the City Transportation Master Plan to consider climate resiliency, stormwater drainage, and flood risk management. The completed project will benefit the community and provide equity by removing access disparities and significantly improving connectivity and safety.

The new multi-modal direct access over the existing barriers will improve job prospects and allow for access to employment by means other than vehicular. The reduction in miles traveled, as a result of the overpass connection, will decrease vehicle emissions and will equitably distribute the benefits of better air quality, improving the neighborhood environmental and health conditions.

Located at a portion of Watson Road are some railroad tracks and an irrigation canal which cuts off Watson Road from the southernmost section of Watson Road just north of MC85. These two obstacles create a barrier to the surrounding disadvantaged community and precludes direct access from MC 85 to Watson Road north of these two barriers.

According to the DOT Grant Project Location Verification mapping tool, this entire project is in an area that have been designated as an historically disadvantaged community census tracts 507.01 and 507.02. The railroad tracks and the irrigation canal are an existing barrier in this community that cut off residents from freely traveling back and forth between north and south, preventing direct access to employment and community services.

North of the railroad tracks and irrigation canal on the west side of Watson Road is a Walmart warehouse distribution center (1,500 employees). Ross Dress for Less is building a distribution center on the east side of Watson across from the Walmart distribution center. Construction of the Ross Dress for Less distribution center is expected to be completed soon and will provide an estimated 1,300 new jobs. Additionally, it is expected that potential new development will provide at least 1,300 additional new jobs. These 4,100 jobs, at $15 per hour wage, will provide $128 million annually in economic benefit to this area.

The railroad tracks and canal create a barrier to accessing these workplaces, as well as recreation areas, schools, banks, post office, social services, community services, health services, and shopping. The extra time and distance it takes vehicles to travel around these barriers creates higher levels of pollution to accumulate in the area. Non-vehicular travel around these barriers is difficult to impossible. Construction of a multi-modal overpass over the railroad tracks and irrigation canal, and completion of the road connecting Watson Road from Southern Avenue to MC85 will accommodate vehicular traffic, pedestrians, handicaps, and bicyclists. Dedicated bike paths will provide pathways for non-vehicular mobility and community connectivity.

Using the EPA's EJScreen geospatial tool, the ozone reading at this area is in the 88th percentile compared to the United States. The project will reduce the driving distance from 3.5 miles to 0.7 miles. The goal is to reduce travel times, reduce distance, reduce greenhouse gas emissions, and provide safe pathways for non-vehicular traffic. The completed project will benefit the community and provide equity by removing access disparities and significantly improving connectivity and safety. The new multi-modal direct access over the existing barriers will improve job prospects and allow for access to employment by means other than vehicular. The reduction in miles travelled, as a result of the overpass connection, will decrease vehicle emissions and will equitably distribute the benefits of better air quality, improving the neighborhood environmental and health conditions.

The City is beginning the planning process of implementing a transit circulator for the portion of Buckeye south of Interstate 10 and east of SR 85 (the primary commercial and employment areas of the City, which includes this project and the disadvantaged community). Completing Watson Road between Southern Avenue and MC 85 and improving the Watson corridor will allow the transit circulator direct access from the residential areas of downtown Buckeye to the large employers. Bus stops are planned along Watson for the future bus circulator that will pick up non-vehicular travelers for transportation around the community. Dedicated bike paths provide mobility and community connectivity for non-vehicular traffic.

Economic Competitiveness and Opportunity
By removing the barriers caused by the railroad tracks and the irrigation canal, the project will open new, good paying jobs to the residents of the Buckeye disadvantaged community. These jobs include Walmart distribution center with an estimated 1,500 employees, Cardinal Glass, with an estimate 200+ employees next to Walmart, and Ross Dress for Less distribution center, about to open, across the road from Walmart with an estimated 1,300 new jobs. Walmart provides workforce development programs for its employees. Ross provides tuition assistance to vocational, undergraduate, and graduate programs for its employees. These programs will further reduce the hardships faced by those in the disadvantaged community and improve the quality of life.

Buckeye is planning to use Project Labor Agreements, when possible, to ensure fair wages will be paid to workers and to encourage that underrepresented and local workers will be hired for project work. This project will be open for bid to all qualified contractors, including Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses. The completed project will support equitable commercial and mixed-income residential development.

State of Good Repair
The proposed project satisfies Complete Streets approach by completing this new infrastructure on Watson Road, overpassing the railroad tracks and the irrigation canal, thereby creating new infrastructure in this remote community that will be maintained in a state of good repair, fixing an existing system vulnerability for this underserved community. The City will be responsible for the on-going maintenance and state of good repair of this project post-completion.

Partnership and Collaboration
In December 2022 and again in May 2023, public meetings were held wherein the public reviewed various proposals regarding Buckeye revitalization. Present at the meeting were City staff, outside planning consultant Olsson Planning, and various residents of the community. One item that the public requested was the Watson Road improvements requested in this grant application. Additional community engagement will include, but not limited to, news releases, social media releases, meetings with community-based organizations, and messages on the City website to ensure that equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project. Buckeye is and will be coordinating with other types of projects such as economic development, commercial or residential development, power/electric infrastructure projects, and broadband and fiber deployment. Buckeye is also participating with a non-DOT Federal capacity-building program, Environmental Protection Agency's Environmental Justice EPA Targeted Brownfields Assessment on a 40-acre parcel

in an adjacent HDC census tract for Brownfields Assessment, to create a public trailhead, park, and wildlife riparian restoration in partnership with Arizona Forestry.

Innovation

Buckeye will be installing Intelligent Transportation Systems (ITS), which according to the Department of Transportation, is a national program, using computers and communications to make travel safer by providing traveler information to give current, multi-modal information on travel conditions to guide choices on how, when, and where to travel. It also provides in-vehicle maps and automatic notification emergency services regarding serious accidents and their location. Intelligent commercial vehicle systems help public agencies improve safety by inspecting vehicles that need it most. The ITS system provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents, to minimize traffic delays and reduce travel times and emissions. Innovative Technologies will be employed to enhance the environment for electric, connected, and automated vehicles to improve the detection, mitigation, and documentation of safety risks. Buckeye will also use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, congestion management, asset management, and long-term operations and maintenance.

Environmental Benefits

The existing available route from Watson Road and Southern Avenue to Watson Road and MC85 is 3.5 miles because there is no roadway directly down Watson Road from Southern Avenue to MC 85 due to the barriers to connectivity of railroad tracks and an irrigation canal. However, once the barrier overpass of 0.7 miles is completed, this trip will be reduced from 3.5 miles to 0.7 miles. The proposed multi-modal improvements make the new roadway accessible to vehicular and non-vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides access to employment, and benefits the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile and by reducing daily work roundtrips by 5.6 miles would reduce CO2 emissions by 487,200 grams or 1,074 pounds (5.6 miles per round trip x 348 grams x 250 round trips per year) in a single year for just one car. If the average daily traffic were only 3,000 vehicles, that would reduce CO2 emissions by over 3 million pounds per year. Thus, providing a significant health benefit and sustaining the environment in this disadvantaged community.

According to the Department of Transportation, installing Intelligent Transportation Systems (ITS) along Watson Road will help reduce travel time and make travel safer for non-commercial and commercial traffic. ITS provides connectivity between traffic signals along Watson Road to allow Signal and Traffic Engineering staff the ability to monitor and adjust signal operations as necessary for efficiency and safety. A secondary benefit to the ITS system is that it provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's ever growing traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents, to minimize traffic delays and reduce travel times and emissions.

The undeveloped space between the railroad tracks and the canal would be utilized for flood retention basins needed for the area. These basins would also function as a park and open green space and utilized for sports fields for community sports programs.

This project will provide for new multi-modal pathways for vehicular, pedestrian, handicap, and bicycle traffic. It will also connect to other pedestrian/bicycle/rolling only pathways along the irrigation canal.

Project Budget

The design is 30% or more complete and the budget contains contingencies and scheduling considerations as of January 31, 2024. Project costs were estimated by the Buckeye Engineering department based upon input from outside contractors and past experience.

Please see the Budget and BCA Calculations file excel spreadsheet for detail and calculations.

The Watson Road project costs by category are as follows:

Planning and Design	$ 1,400,000
Land Acquisition (ROW)	$ 7,000,000
Construction	$ 20,194,000
Contingency (5%)	$ 1,429,700
Total Cost	$ 30,023,700

The project is designated as rural and 100% of the cost of the project and benefits are in historically disadvantaged community census tracts 507.01 and 507.02. In all likelihood, a project this large would go unfunded and not be constructed without this grant. With regard to cost overruns, we have built a 5% contingency into the budget. Any cost overruns beyond the budget and contingency would require an alternative source of funding. Since the maximum RAISE grant request is $24,018,960 (80%), Buckeye will need to fund $6,004,740 (20%) of the budget from the General Fund.

2020 Census Tract(s)	Project Costs per Census Tract
507.01	$24,018,960
507.02	$ 6,004,740
	Total Project Cost: $30,023,700

2010 Census Tract(s)	Project Costs per Census Tract
507.01	$24,018,960
507.02	$ 6,004,740
	Total Project Cost: $30,023,700

Urban/Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	$0
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	$30,023,700
	Total Project Cost: $30,023,700

Based upon the Arizona Dept of Transportation (ADOT) 2021 crash facts, the cost of all accidents in Arizona was $20,155,769,803. There were 121,345 accidents, which equates to

$166,103 per accident. Applying that to Watson Road accidents of 395 in 2021 equates to $65,610,685 cost of accidents ($166,103 per accident x 395 accidents = $65,610,685). This one-year amount exceeds the $30,023,700 cost of this project by 2.2 times. Therefore, there is a cost benefit to reducing and eliminating accidents, and of course, there is the unquantifiable benefit of reducing or eliminating injuries and fatalities. Buckeye hopes to eliminate fatalities and reduce injuries by 25%, while reducing accidents by 25%, thereby reducing the cost of accidents by $16,402,672. Additionally, separating traffic from the railroad tracks, by way of the overpass, eliminates train versus vehicle/pedestrian accidents.

Another benefit is access to employment by historically disadvantaged communities. This project completes multi-modal access to a Walmart distribution warehouse with 1,500 jobs and a Ross Dress for Less distribution warehouse with 1,300 jobs, which is opening soon. Creating access to 2,800 jobs at Walmart and Ross Dress for Less makes a minimum of $87 million per year in wages available to historically disadvantaged communities ($15/hour x 2080 hours x 2800 jobs). Additionally, this project will encourage another distribution warehouse to build next to Walmart, thus creating another estimated 1,300 new jobs and another $40 million per year in wages. This current and potential job benefit of $127.9 million exceeds the $30,023,700 cost of this project by 4.2 times.

Combining the two benefits gives a BCA ratio of 4.8:1 (127,920,000 + 16,402,672/30,023,700). This project provides community connectivity to historically disadvantaged community census tracts 507.01 and 507.02. Adding the benefits over a 20 year period gives a BCA ratio of 96:1.

City of Buckeye Grant Proposal

Watson Road improvements of infrastructure, including road improvements, traffic signals, Intelligent Transportation System, and construction of a bridge over railroad tracks and an irrigation canal.

City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov
Total Project Cost: $30,023,700

Project Description

The project will build a multi-modal bridge over connectivity barriers, an irrigation canal and railroad tracks, for the benefit of a disadvantaged community. The bridge will connect the disadvantaged community to employment and economic prosperity by means of walking, bicycling, and rolling. The mitigation of the burdening transportation facility will also improve air pollution, reduce environmental harm, and improve community accessibility and safety for the disadvantaged communities in Buckeye.

Overview

The area today known as Buckeye was originally inhabited by the Hohokam civilization between the years of 200 and 1450. The Hohokam are thought to have abandoned the area due to an extensive drought with an estimated duration from 1276 to 1299, followed by continued infrequent rainfall up until 1450. The first current day settlement was established in 1885, by a group looking to develop an irrigation ditch. In 1922, the Buckeye Water Conservation and Drainage District was established, and the 28-mile canal is still operating to this day.

In 1910, the railroad tracks, that are still in existence today, running from Phoenix through Buckeye and west into California, were constructed. The irrigation canal and the railroad tracks run parallel to each other within close proximity, east to west through Buckeye.

Up until 2000, the downtown area of Buckeye was the center of population, which was estimated at 6,537. The downtown area of Buckeye is located south of both the railroad tracks and the irrigation canal. Since 2000, the majority of the commercial, industrial, retail, and residential growth has occurred north of the railroad tracks and the irrigation canal. This development includes the following employers just north of the railroad tracks and canal. In mid-2000, Walmart opened a distribution center which is currently estimated to have around 1500 employees. Next to Walmart is Cardinal Glass, with an estimated 200+ employees. Across the road from Walmart is Ross Dress for Less distribution center, set to open in 2025, with an estimated 1,300 new jobs.

Transportation assets have historically focused around commerce. The construction of Interstate 10 (I-10) from Phoenix to Los Angeles runs through the northern portion of Buckeye and several miles north of the historically underserved downtown Buckeye. There is currently only 1 road with an interchange on I-10 that connects to downtown Buckeye and that is in the western portion of the area. The next roadway with an interchange on I-10 that connects to the east-west roadway (MC85) going through downtown Buckeye is 5 miles to the east. There are no roads that connect the underserved area to the employment centers that are walkable and bicycle accessible due to railroad tracks and an irrigation canal that block the downtown residents from the employment opportunities.

Why is all this noteworthy? Because all these employment opportunities for people living to the south of the railroad tracks and canal are available only to those who have access to a vehicle. According to the USDOT Equitable Transportation Community Explorer mapping tool, downtown Buckeye has a population of 11,600 and 100% is determined as disadvantaged with 38% to 50% of the population in the 2 tracts (507.01 and 507.02) at or below 200% of the federal poverty line. The community is 55% to 60% at risk of climate and disaster risk, and 71% to 75% at risk of extreme climate change. The community is 69% to 78% environmentally burdened,

74% to 82% facing health vulnerability, 61% to 79% facing social vulnerability, and the southern portion of the community is 66% transportation insecure.

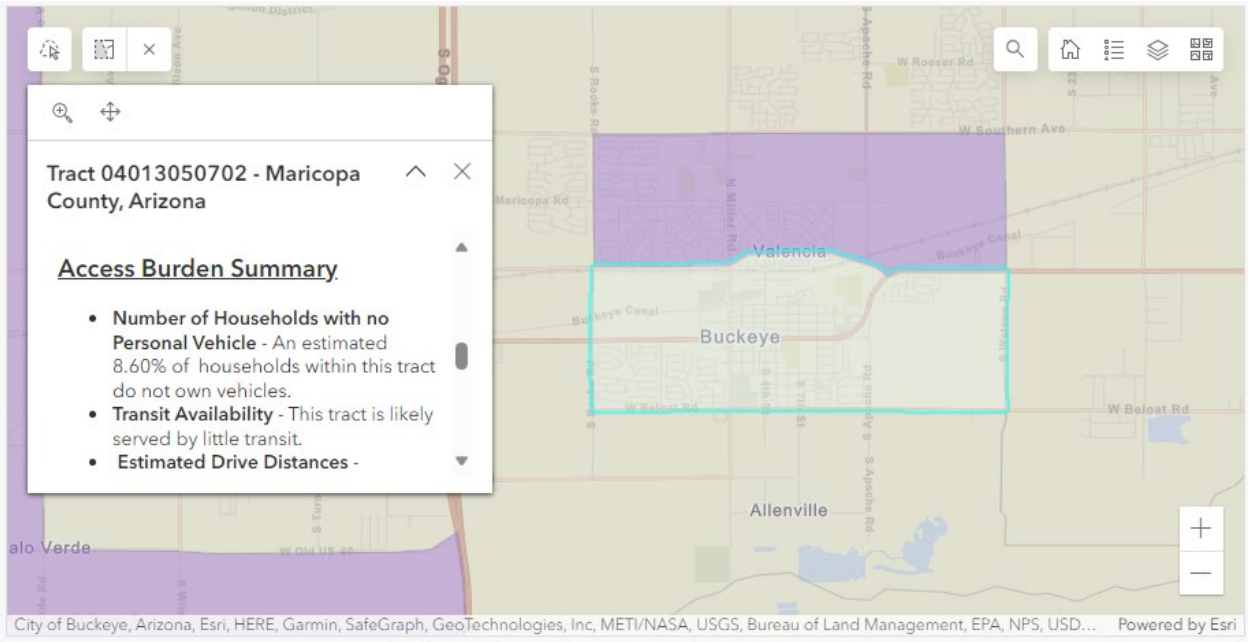
Since at least 2000, downtown Buckeye has been the subject of underinvestment and inequity. Virtually all new development has occurred north of the railroad tracks and canal. The railroad tracks and the canal have become a barrier to equity and economic improvement. This is because there are no direct roadways and no non-vehicular pathways of transportation available to reach the large employers which are situated north of the railroad tracks and the canal. From the downtown area, currently, the shortest distance to the large employers is 3.5 to 5.5 miles because there are no access points across the railroad tracks and the canal that are in close proximity to the disadvantaged community. The closest access point could be by way of Watson Road if the road were to span over the railroad tracks and canal, but currently does not. The distance would be under 2 miles from downtown and could allow for non-vehicular means of travel to the aforementioned employers.

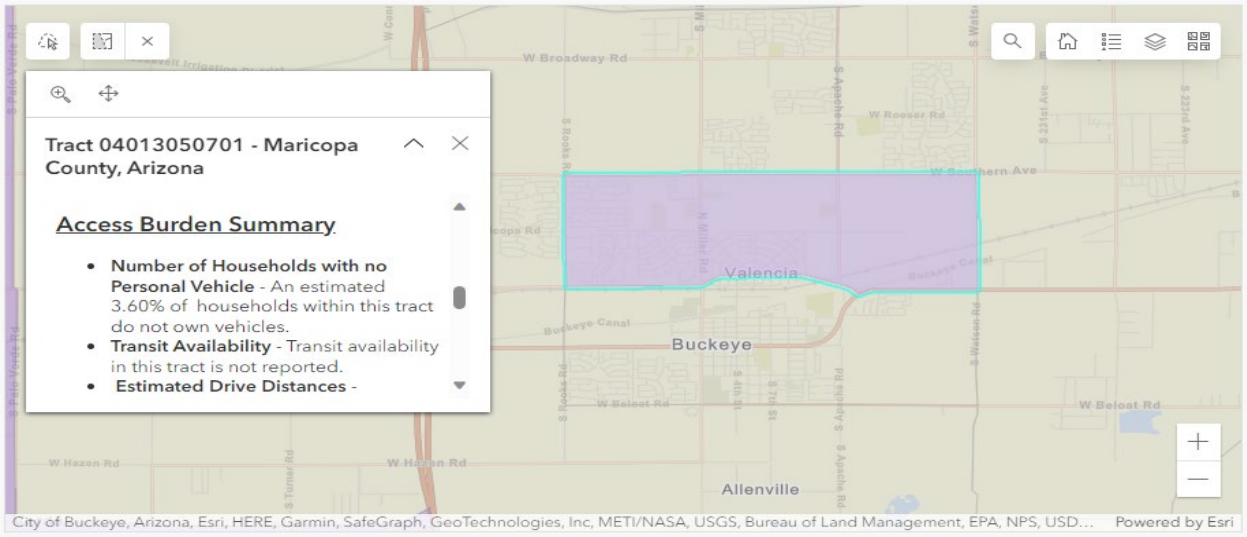
The Buckeye Watson project is entirely located in historically disadvantaged communities and is to build a pedestrian, bicycle, and motor vehicle bridge over the railroad tracks and irrigation canal to connect the downtown historically disadvantaged, minority neighborhoods to opportunities of employment and improved prosperity. Also, once Buckeye is able to incorporate public transit, there will be transit and transit stops convenient to the downtown and the employment centers. This will serve as a "cornerstone project" for the downtown, paving the way for economic and social improvement, equitable community connectivity, mobility, safety, and reduced environmental harm.

The project will bridge two transportation barriers, railroad tracks and an irrigation canal. These barriers separate historic downtown Buckeye from employment opportunities. The downtown neighborhoods are 64% people of color population and historically underserved, and the project completion will restore neighborhood connectivity. The project will provide new bicycle and pedestrian routes. A Community Advisory Committee was established to provide input, feedback, and help guide the equitable implementation of the project. The goals of this project are to eliminate the barriers by way of bridging over the barriers between Downtown Buckeye and the employment centers, thereby reconnecting residents through transportation access, such as walking, rolling, and biking.

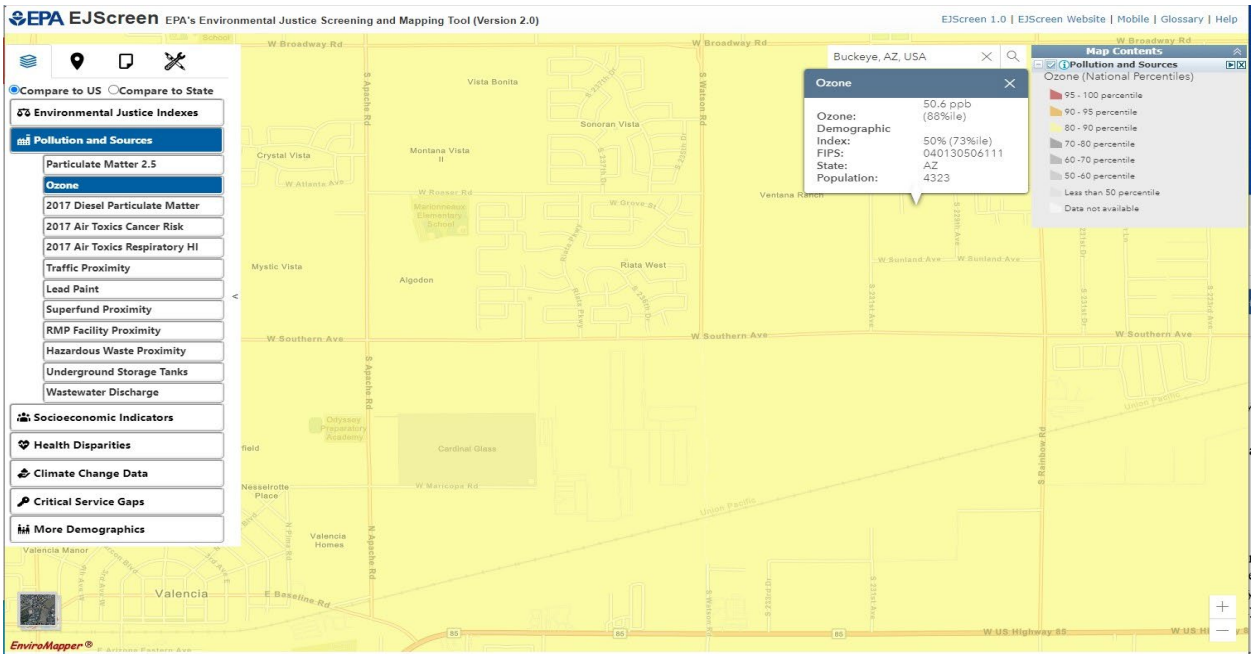
The project consists of a final design, 110-acre land purchase for right-of-way, and construction of a 4-lane road section (2-lanes in each direction separated by a raised median) of S. Watson Road from Southern Avenue to MC85, Buckeye, Arizona. This includes a grade separated multi-modal structure over railroad tracks and an irrigation canal, 2 traffic signals, drainage facilities and armoring of the Palo Verde Nuclear Cooling line. The total cost is budgeted at $30,023,700, with $24,018,960 requested in federal funds (80%) and a $6,004,740 match from the City (20%). Traffic counts along Southern Avenue west of Watson Road are approximately 13,000 average daily vehicles, while on Watson Road north of Southern Avenue they are approximately 11,000 average daily vehicles (City of Buckeye 2020 Traffic Study for Watson Road Improvement Project). MC85 is a major east-west connector traversing most of the community of Buckeye. Traffic counts along MC85 at S. Watson Road are approximately 9,000 average annual daily vehicles (City of Buckeye 2020 Traffic Study for Watson Road Improvement Project). Railroad tracks and an irrigation canal cut off Watson Road from the southernmost section of Watson Road just north of MC85. These two obstacles create a barrier to the surrounding disadvantaged

community and preclude direct access from MC 85 to Watson Road north of these two barriers. According to the DOT Grant Project Location Verification mapping tool, this entire component is in an area that has been designated as a Federally designated historically disadvantaged community census tract. The railroad tracks and the irrigation canal are an existing barrier in this community that cut off residents from freely traveling back and forth between north and south, preventing direct access to employment and community services. The railroad tracks and canal create a barrier to accessing these workplaces, as well as recreation areas, schools, banks, post office, social services, community services, health services, and shopping. The extra time and distance it takes vehicles to travel around these barriers creates higher levels of pollution to accumulate in the area. Non-vehicular travel around these barriers is difficult to impossible. Construction of a multi-modal overpass over the railroad tracks and irrigation canal, and completion of the road connecting Watson Road from Southern Avenue to MC85 will accommodate vehicular traffic, pedestrians, handicaps, and bicyclists. The project includes pedestrian and bicycle paths for non-vehicular transportation.





Based upon the above ETC tool screenshots (outlined in blue above), 6.4% of the downtown community households do not own a personal vehicle, based on a weighted average. This makes it even more important to install a pedestrian/bicycle means of access to good jobs. The project will reduce the distance from 3.5 miles to 0.7 miles, thus reducing the ozone and greenhouse gases dispersed into the community. The City's goal is to reduce travel times, reduce travel distance, reduce greenhouse gas emissions, and provide safe pathways for non-vehicular traffic. The project is in coordination with the City Master Transportation Plan to consider climate resiliency, stormwater drainage, and flood risk management. The completed project will benefit the community and provide equity by removing access disparities and significantly improving connectivity and safety. By overpassing the railroad tracks, safety will be enhanced by removing the crossing of railroad tracks and eliminating train versus vehicle or pedestrian collisions. The new multi-modal direct access over the existing barriers will improve job prospects and allow residents to access employment by means other than vehicular. Using the EPA's EJScreen geospatial tool, the ozone reading in this area is in the 88th percentile compared to the United States. The reduction in miles traveled, as a result of the overpass connection, will decrease vehicle emissions and will equitably distribute the benefits of better air quality, improving the neighborhood environmental and health conditions. The Watson Road Extension project will connect one of the few major north/south arterials with another major east/west arterial in the city. The proposed extension will also cross a railway that bisects the City east to west. Continuity of a roadway from I-10 to MC85 is critical for efficient traffic flow as well as providing a major backbone corridor for fiber infrastructure for the city and broadband providers. The City will install underground conduits and fiber optic cabling along the proposed route that will be sufficient to carry city infrastructure as well as city utility partners to support and enable broadband proliferation to disadvantaged citizens and businesses. A "dig once" approach will be preferred to alleviate future construction and traffic restrictions. Specifically, the City will install two conduits via directional boring with 14 microducts capable of carrying 6,048 fibers terminated into traffic rated vaults at either end of the expansion.



Project Readiness

The City of Buckeye has a full-time Capital Improvement Program Department (CIPD) which has successfully completed over 20 projects similar to this proposed project. Buckeye was the sole administrator of these projects. CIPD currently has 30 projects in the 5-year CIP plan with budgeted costs between $2 million and $50 million, including this project. The CIPD uses outside consultants to create structure and construction documents, which are subsequently reviewed and approved by the City staff (and outside consultants if necessary). The CIPD conducts a construction bid process to select the contractors to execute the planned project. Thereafter, seasoned CIPD staff oversee, monitor, and inspect the project from start to completion. This includes, but is not limited to, permits, traffic control, inspections, and closeout. After the 60% design stage, CIPD identifies the right-of-way (ROW) needs and begins ROW acquisition. CIPD obtains appraisals of the needed ROW, contacts the landowner, and begins the acquisition process.

Based upon past experience and familiarity with the proposed project, project risks, such as procurement delays, environmental uncertainties, and approvals, increases in real estate acquisition costs, lack of legislative approval, and other risks that may affect the likelihood of a successful project start and completion, Buckeye has taken these into account through the budget and scheduling process. The contingency line in the budget provides cushion for unexpected costs. If an alternative funding source were required, the City of Buckeye would review its general fund for alternative funding of the cost or potentially pursue State or County support. The National Environmental Policy Act (NEPA) process has not commenced but due to our familiarity with this project and experience with prior similar projects, plus the project scheduling allowance that was incorporated, Buckeye does not anticipate that the NEPA will be a no-go milestone. The NEPA will be completed prior to the obligation of the award. This area is substantially agricultural and normally does not pose environmental issues. Additionally, the same applies to local regulatory approvals and permits. We will need to coordinate with the railroad, the Buckeye Water Conservation/Buckeye Irrigation District (BID), and the utilities, with whom Buckeye has a long-standing relationship and do not expect any major issues. All required real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements and has been appropriately scheduled. Likewise, the project will be in the Maricopa Association of Governments (MAG) Transportation Improvement Plan (TIP) prior to the obligation of the award. Buckeye has a close working relationship with MAG and does not foresee that there will be an issue.

In December 2022 and again in May 2023, a public meeting was held wherein the public reviewed various proposals regarding Buckeye revitalization. Present at the meeting were City staff, outside planning consultant Olsson Planning, and various residents of the community, which is an environmental justice and historically disadvantaged community. One item that the public requested was the improvements requested in this grant application. Additional community engagement will include, but not limited to, news releases, social media releases, meetings with community-based organizations, and messages on the City website to ensure that equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project. Buckeye is and will be coordinating with other types of projects such as

economic development, commercial or residential development, power/electric infrastructure, projects, broadband and fiber deployment.

The City of Buckeye has prior grant management experience and an understanding of federal grants and will comply with Federal regulations. Examples of prior Federal grant experience include grants received from U.S. DOT, U.S DOJ, HUD, U.S. Dept of Health and Human Services, and U.S. Dept of Treasury. Our operating standards include, but not limited to, Buy America, civil rights, ADA, and Davis Bacon.

The project is designated as rural, historically disadvantaged and 100% of the cost of the project is in and benefits the historically disadvantaged community. However, if an alternative funding source were required, the City of Buckeye would review its general fund for alternative funding of the cost or potentially pursue State or County support. In all likelihood, a project this large would go unfunded and not be constructed without the grant. With regard to cost overruns, Buckeye has built in a 5% contingency into the budget.

Project Schedule and Major Milestones

Select Design Consultant	Fall 2024
Design Consultant NTP	Fall 2024
Draft Alternative Bridge Selection Report	Late 2024
60% Construction Documents	Early 2025
Final Alternative Bridge Selection Report	
Right-of-Way Determination	
City Review Completed	Spring 2025
NEPA, environmental studies and approvals completed	Spring 2025
State and local clearance completed, if any required	Spring 2025
Railroad, Irrigation canal coordinated	Spring 2025
Begin Right-of-Way Acquisition	Spring 2025
90% Construction Documents	Mid 2025
City Review Completed	Mid 2025
Utility Clearances	September 2025
Sealed Construction Documents	September 2025
Advertise for Construction	September 2025
Select Contractor/NTP	October 2025

RAISE grant funds obligated	October 2025
Irrigation Ditch Relocations	November 2025 (annual dry up)
APS Overhead Power Relocation	November 2025-January 2026
Construction Completed/Open to Traffic	June 2027

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.I. FIN - Rooks Road - US Department of Transportation (US DOT) - Rebuilding American Infrastructure with Sustainability and Equipment (RAISE) Grant Program
DATE PREPARED: 03/18/24	**DISTRICT NO.:** All
STAFF LIAISON: Rob Roach, Grant Program Administrator, rroach@buckeyeaz.gov, (623) 349-6165	
DEPARTMENT: Financial Services	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action to approve the submission of a $16,836,750 United States Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Application to cover a three-year period and connect Rooks Road from Baseline Road to MC85.

SUMMARY

PROJECT DESCRIPTION:
The City of Buckeye seeks to construct a multi-modal bridge connecting Rooks Road from Baseline Road to MC85. The bridge over the irrigation canal will reconnect the downtown area to employment (KORE Power) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling. The completion of the accessibility and connection of Rooks Road over the irrigation canal will also improve air pollution, reduce environmental harm, and improve community accessibility and safety.

BENEFITS:
Connecting Rooks Road from Baseline Road to MC85 will increase the community's ability to access jobs, shopping, banking, personal services, and other daily essentials, by multiple means of transportation, while also reducing the need for vehicles and reducing air pollution. This construction will remove existing barriers and provide more efficient, safer access to the community, as well as an increase in good job opportunities for residents of the downtown area. The completion of Rooks Road will also provide alternative routes for commercial traffic, and shortened commutes for local traffic.

FUTURE ACTION:
If awarded, the Award Agreement will be presented to Council for acceptance and approval. After construction of the proposed project, maintenance of the project area would be included in the General Fund operating budget.

FINANCIAL IMPACT STATEMENT:
The Federal grant portion is $13,469,400 (80%) over three years. The match from the City is $3,367,350 (20%) over a three-year period. The total project is budgeted at $16,836,750 over a three-year period.

CURRENT FISCAL YEAR TOTAL COST:
$0

BUDGETED:
Yes

FISCAL YEAR:

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

BCA Calculation (003).xlsx
BCA Narrative (003).pdf
CAR Recap Summary RAISE Rooks Project.docx
Letters of Support (003).pdf
Merit Criteria Narrative (003).pdf
Project Budget (003).pdf
Project Description (003).pdf
Project Readiness (003).pdf

BCA Calculation - Rooks

Funding Source	Funding Amount
RCN Funds	$ 16,836,750
Other Federal Funds	0
Non-Federal Funds	0
Total:	$ 16,836,750

Census Tracts	Project Costs per Census Tracts
507.02	$ 3,367,350
506.17	$ 13,469,400
Total Project Cost	$ 16,836,750

	ADOT 2021 Crash Facts	
Az 2021 Cost of Crashes	20,155,769,803	
Cost per crash	$ 166,103	
		Yearly Cost
Rooks	yearly cost = 166,103 x 4	664,412

3000 jobs at $18/hour	$	112,320,000.00

New employment	Employment
Kore	3000

Buckeye Police Traffic Accident Statistics

2022			
Non-injury	Injury	Fatality	2021 Total
2	2	0	4

ADOT 2021 Crash Facts

Non-Injury	Injury	Fatality	2021 Total
85,079	35,203	1063	121,345

Budget and BCA RAISE Rooks Road

Year	2025	2026
	Cost:	
Planning and Design	$1,000,000.00	
Land Acquisition (ROW)	$4,500,000.00	
Construction	$10,535,000.00	
Contingency 5%	$801,750.00	
Total	$16,836,750.00	-
Aggregate cost of project		

	ADOT 2021 Crash Facts
Az 2021 Cost of Crashes	20,155,769,803
Cost per crash	$166,103

Buckeye Accident avoidance benefit — yearly cost = 166,103 x 4

Job Creation Benefit

4800 jobs at $18/hour per year — $179,712,000

	Project Cost	Accident avoidance benefit
Project cost versus benefits	$16,836,750.00	664,412
Benefits exceed cost by:	214.3	

2027		Total Project Cost	
		$1,000,000.00	
		$4,500,000.00	
		$10,535,000.00	
		$801,750.00	
-	-	$16,836,750.00	All within HDC Census Tra

Yearly Cost	ADOT 2021 Crash Facts	
	Non-Injury	Injury
	85,079	35,203

664,412

Buckeye Police Traffic Accident Statistics

		2022
Non-injury	Injury	
2	2	

	Job Creation benefit	Total First Year Benefits	Benefits over 20 years
plus	$179,712,000	$180,376,412	$3,607,528,240
	BCA ratio	10.7	214.3

act 507.02 and 506.17

Fatality	2021 Total
1063	121,345

Fatality	2022 Total
0	4

Benefit-Cost Analysis Narrative

The design is 30% or more complete and the budget contains contingencies and scheduling considerations.

Please see the Budget and BCA Calculations file excel spreadsheet for detail and calculations.

The Watson Road project costs by category are as follows:

Planning and Design	$ 1,000,000
Land Acquisition	$ 4,500,000
Construction	$ 10,535,000
Contingency	$ 801,750
Total Cost	$ 16,836,750

The project is designated as rural and 100% of the cost of the project and benefits are in historically disadvantaged community census tracts 507.02 and 506.17. However, if an alternative funding source were required, the City of Buckeye would review its general fund for alternative funding of the cost or potentially pursue State or County support. In all likelihood, a project this large would go unfunded and not constructed without the RCN grant. With regard to cost overruns, Buckeye has built a 5% contingency into the budget. Any cost overruns beyond the budget and contingency would require an alternative source of funding.

Based upon the Arizona Dept of Transportation (ADOT) 2021 crash facts, the cost of all accidents in Arizona was $ 20,155,769,803. There were 121,345 accidents, which equates to $166,103 per accident. Applying that to Rooks Road accidents of 4 in 2021 equates to $ 664,412 cost of accidents ($166,103 per accident x 4 accidents = $664,412).

Another benefit is access to employment for historically disadvantaged communities. This project completes multi-modal access to a Kore Power manufacturing with 3,000 jobs, and 1800 jobs from future employers. Creating access to 4,800 jobs makes almost $180 million per year available in wages to historically disadvantaged communities ($18/hour x 2,080 hours x 4,800 jobs).

Combining the above two benefits gives a BCA ratio of 10.7:1 (180,000,000 + 64,412/16,836,750). Adding the benefits over a 20-year period gives a BCA ratio of 214:1. This project provides community connectivity for historically disadvantaged community census tracts 507.02 and 506.17.

The existing available route from Rooks Road and Baseline Road to Rooks Road and MC 85 is 2.6 miles because there is no pathway directly down Rooks Road from Baseline Road to MC 85 due to the barrier to connectivity of an irrigation canal. However, once the barrier overpass of 0.5 miles is completed, this trip will be reduced by 2.1 miles. The proposed multi-modal improvements make the new pathway accessible to vehicular and non-vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides

access to employment, and benefits the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) (Dept of Energy) emissions per mile and by reducing daily work roundtrips by 4.2 miles would reduce CO2 emissions by 365,400 grams or 805 pounds (453.59 grams/pound) (4.2 miles per round trip x 348 grams x 250 round trips per year) in a single year for just one car. If the average daily traffic were 3,000 vehicles, that would reduce CO2 emissions by over 2.4 million pounds per year (805 x 3,000). Thus, providing a significant health benefit and sustaining the environment in this disadvantaged community. The City's goal is to reduce travel times, reduce travel distance, reduce greenhouse gas emissions, and provide access and safe pathways for vehicular and non-vehicular traffic to employment.

According to the Department of Transportation, installing Intelligent Transportation Systems (ITS) along Rooks Road will help reduce travel time and make travel safer for non-commercial and commercial traffic. ITS provides connectivity between traffic signals along Rooks Road to allow Signal and Traffic Engineering staff the ability to monitor and adjust signal operations as necessary for efficiency and safety. A secondary benefit to the ITS system is that it provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's ever growing traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents, to minimize traffic delays and reduce travel times and emissions.

This project will provide new multi-modal pathways for vehicular, pedestrian, handicap, and bicycle traffic. It will also connect to other pedestrian/bicycle/rolling only pathways along the irrigation canal.

Baseline / Current Status and Problem to be Addressed	Change to Baseline / Proposed Project to Address Problem	Example Impacts
Irrigation Canal that creates a barrier between neighborhoods and employment opportunities	A new overpass over the irrigation canal will be constructed to connect neighborhoods on each side of the barrier.	Reduced travel time and distance for cyclists, pedestrians, and motorists by 2.1 miles each way due to a more direct route. This also leads to reduced emissions. Another impact is the reduced barriers to employment opportunities for the disadvantaged communities.

U.S. DOT: RAISE Grant Program - Rooks Road Project Summary Recap

Project Description:

The City of Buckeye seeks to construct a multi-modal bridge and road completion connecting Rooks Road from Baseline Road to MC85. The bridge over the irrigation canal will reconnect the downtown area to employment (KORE Power) and other daily essentials by means of motor vehicles, walking, bicycling, and rolling.

Project Cost

- $16,836,750 (over a 3-year period)

Required Match

- $3,367,350 – 20% (over a 3-year period)

Grant Amount

- $13,469,400 – 80% (over a 3-year period)

Plans Once Grant Expires:

- Future maintenance needs will become a part of the annual budget unless future grant opportunities arise.

Objectives and Expected Outcomes

- The objective is to provide the community with a much-needed connection of Rooks Road.
- The expected outcome is an increase in employment opportunities for those living in the downtown area.
- An additional expected outcome is decreased air pollution as commutes would be shortened.
- The completion of Rooks Road also provides alternative routes for commercial traffic.

Time Period for the Grant

- FY 2025 - 2028

KOREPOWER

KORE Power, Inc.
1875 N Lakewood Drive
Floor 303
Coeur d'Alene, ID 83814

To Whom it May Concern,

On behalf of KORE Power, Inc. (KORE), I am submitting this letter in support of the improvements and the build-out of the Rooks Road connection from Baseline to MC85, including the railroad crossing and the canal bridge (the Project). The Project would significantly improve access to our future facility (the KOREPlex) for public safety vehicles, employees, and truck access. These three groups are critical to the operation of the KOREPlex's distribution of traffic flows. This Project would further alleviate traffic from residential areas, while providing site access to fire and police departments.

Currently, Rooks Road is an unimproved farm road. As such, improvements included in this grant would significantly increase the viability of the road to support the KOREPlex. Additionally, KORE's site is bordered by a significant residential area on the north. These improvements would allow business traffic to utilize the road to the north with facility access from MC85, alleviating commercial traffic adjacent to the residential area.

KORE believes the improvements to Rooks Road are essential to the current onshoring growth of KORE's lithium battery manufacturing, with Phase I bringing two 3-Gigawatt hour lines. Phase 2 of KORE's expansion considers the improvement of Rooks Road critical as KORE adds another 6-Gigawatt hours of capacity. At full scale, the KOREPlex should attract approximately 10,000 direct and indirect jobs to Buckeye, AZ. KORE's total investment is estimated to exceed $2B.

The KOREPlex will be home to the country's first U.S.-owned lithium-ion battery cell manufacturing facility with U.S. intellectual property. This KOREPlex will provide a domestic resource for battery cell technology, strengthening the U.S.'s energy security. The product produced at this facility will supply the electric car industry and clean energy storage for commercial and industrial users.

In Summary, the improvement of Rooks Road is critical to the future of the KOREPlex in Buckeye. KORE encourages you to consider this improvement project and believe it is integral to the success of KORE in the Buckeye community.

Sincerely,

Lindsay Gorrill
Founder and Chief Executive Officer
KORE Power, Inc.

T: +1 (208) 758-9391 E: info@korepower.com W: KOREPower.com

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Buckeye Valley
CHAMBER OF COMMERCE

508 E. Monroe Avenue | Buckeye, AZ 85326 | Phone: 623.386.2727 | Fax: 623.386.7527
www.buckeyevalleychamber.org

February 21, 2023

RE: Letter of Support for the Rooks Road completion project

The completion of Rooks Road is of high importance to the Buckeye community. This project completes the connection from Broadway Road, south to the southern part of Buckeye. The project has several components, including an all-important overpass of an irrigation canal, and will be multi-modal, including vehicular, pedestrian, and bicycle. This will improve the safety and well-being of our community by providing direct access to new employment, healthcare services, schools, recreation, and commerce. This project will remove connectivity barriers between historically disadvantaged areas and the aforementioned. It should also reduce vehicular emissions as we will be traveling less distance due to a direct roadway connection as opposed to an out of the way route, which is currently required.

We would like to express our support for the Buckeye Rooks Road completion project and the related grant application to the U.S. DOT for the completion of said project.

Respectfully,

Deanna Kupcik

Deanna K Kupcik
President/CEO

Merit Criteria

Safety

This project will provide for new multi-modal pathways for vehicular, pedestrian, handicap, and bicycle traffic including a dedicated bike lane within historically disadvantaged communities, census tracts 507.02 and 506.17. This provides safer pathways for non-vehicular traffic by separating them from vehicular lanes. Buckeye will be installing Intelligent Transportation Systems (ITS), which according to the Department of Transportation, is a national program, using computers and communications to make travel safer by providing traveler information to give current, multi-modal information on travel conditions to guide choices on how, when, and where to travel. It also provides in-vehicle maps and automatic notification emergency services regarding serious accidents and their location. The project also includes traffic signals. According to one study that measured fatalities at intersections without traffic signals versus intersections with traffic signals, out of 10,267 fatalities at intersections, only 3,145 took place at intersections with traffic signals. Traffic signals generally reduce the severe left turn/angle crashes that result in fatalities by indicating which movements have the right-of-way. Per the Buckeye Police Department, along Rooks Road, there were 2 traffic accidents in 2020, 2 in 2021, and 4 during 2022. The City's goal is to reverse this negative trend. The City plans to leverage public health by way of community engagement. News releases will target the entire City to promote traffic safety, warn against the negative effects of impaired driving, and highlight the safety features of the proposed project, once completed, as identified in the National Roadway Safety Strategy plan. The City also uses social media such as Facebook, Twitter, Nextdoor, and Instagram to reach all audience demographics.

Rooks Road between Baseline Road and MC85 will have streetlights. The streetlights will provide the proper roadway illumination to ensure the roadway users (vehicles, pedestrians, and bicyclists) can see anything in or crossing their travel path thus increasing the safety of the corridor.

Traffic signals will be installed at the intersection of Rooks Road and MC85, and Rooks Road and Baseline Road. These traffic signals will not only improve the operation of the intersections and the Rooks Road corridor, but it will also improve the safety of the road. The traffic signals will be equipped with advance detection zones to minimize dilemma zones situations for drivers that will extend green times as needed to allow vehicles to safely pass through the intersection. Additionally, the project calls for ITS on Rooks Road from Baseline Road to MC85. According to the Department of Transportation, installing Intelligent Transportation Systems (ITS) along Rooks Road help reduce travel time and make travel safer for non-commercial and commercial traffic. ITS provides connectivity between traffic signals along Rooks Road to allow Signal and Traffic Engineering staff the ability to monitor and adjust signal operations as necessary for efficiency and safety. A secondary benefit to the ITS system is that it provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's ever growing traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents to minimize traffic delays and reduce travel times and emissions.

Environmental Sustainability

This project provides community connectivity to historically disadvantaged community census tracts 507.02 and 506.17. The proposed multi-modal improvements will make Rooks Road

accessible to vehicular and non-vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides access to employment, and provides equitable benefits to this disadvantaged community. Traffic counts along Rooks Road are approximately 3,000 average daily vehicles, and 2,938 along Baseline Road, and 4,114 along MC85 (Maricopa Association of Governments 2022 Transportation Data Management System). Construction of a multi-modal roadway and overpass over the irrigation canal will accommodate vehicular traffic, pedestrians, handicaps, and bicyclists. Dedicated bike paths will provide pathways for non-vehicular mobility and community connectivity. Using the EPA's EJScreen geospatial tool, the ozone reading at this intersection is in the 95th percentile compared to the United States. The goal is to reduce travel times, travel distance, greenhouse gas emissions, and provide safer pathways for vehicular and non-vehicular traffic. The existing available route from Rooks Road and Baseline Road to Rooks Road and MC 85 is 2.6 miles because there is no pathway directly down Rooks Road from Baseline Road to MC 85 due to the barrier to connectivity of an irrigation canal. However, once the barrier overpass of 0.5 miles is completed, this trip will be reduced by 2.1 miles. The proposed multi-modal improvements make the new pathway accessible to vehicular and non-vehicular traffic. The improvements reduce travel time, reduce greenhouse emissions, decrease reliance on automobiles, provide access to employment, and benefit the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) (Dept of Energy) emissions per mile and by reducing daily work roundtrips by 4.2 miles would reduce CO2 emissions by 365,400 grams or 805 pounds (453.59 grams per pound) (4.2 miles per round trip x 348 grams x 250 round trips per year) in a single year just for one car. If the average daily traffic were 3,000 vehicles, that would reduce CO2 emissions by over 2.4 million pounds per year (805 x 3,000). Thus, providing a significant health benefit and sustaining the environment in this disadvantaged community. The goal is to reduce travel times, travel distance, greenhouse gas emissions, equitably improve the environment, and provide safe pathways for vehicular and non-vehicular traffic for this disadvantaged community.

According to the Department of Transportation, installing Intelligent Transportation Systems (ITS) along Rooks Road will help reduce travel time and make travel safer for non-commercial and commercial traffic. ITS provides connectivity between traffic signals along Rooks Road to allow Signal and Traffic Engineering staff the ability to monitor and adjust signal operations as necessary for efficiency, reduced travel and wait times, and safety. A secondary benefit to the ITS system is that it provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's ever growing traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents to minimize traffic delays and reduce travel times and emissions.

Quality of Life

This project will reduce vehicle dependence due to the multi-modal traffic accommodation, and is located within and serves an underserved community, thereby proactively addressing equity. The new facility improves public health as it promotes walking, biking, and rolling via the dedicated non-vehicular travel lanes and sidewalks (pathways). These non-vehicular pathways also connect to other pedestrian pathways which lead to various destinations within the City of Buckeye. Additionally, quality of life and health is improved within this historically disadvantaged community by the expected reduction in vehicle emissions. It is anticipated that CO2 emissions can be reduced by over 2.4 million pounds per year. The proposed project improves access to daily destinations like jobs, healthcare, grocery stores, schools, places of

worship, recreation, or parks by reducing the miles driven from 2.6 miles to 0.5 miles, thereby reducing the roundtrip travel distance by 4.2 miles.

Mobility and Community Connectivity

Since Rooks Road is blocked by the irrigation canal, in its current configuration, this section of Rooks Road is poorly suited for the immediate community. The addition of access across the bridge over the irrigation canal will allow vehicular traffic, pedestrians, handicaps, and bicyclists to safely connect to the community on either side of the barrier. The pathway will be ADA accessible.

The new access will provide local residents with a safe alternative pathway to reconnect to work, play, and live with less reliance on automobiles. They will be able to move about freely and safely to jobs, healthcare, grocery stores, schools, recreation and parks, social services, and places of worship. This improved transportation option will increase safe mobility and connectivity for people with disabilities, through lower-carbon travel, such as walking, bicycling, and rolling. It will reduce travel times and travel distance, thereby reducing greenhouse gas emissions in this historically disadvantaged community.

The project is in coordination with the City Transportation Master Plan to consider climate resiliency, stormwater drainage, and flood risk management. The completed project will benefit the community and provide equity by removing access disparities and significantly improving connectivity and safety. The new multi-modal direct access will improve job prospects and allow them to access employment by means other than vehicular. The reduction in travel time, as a result of the addition of traffic signals and ITS, will decrease vehicle emissions and will equitably distribute the benefits of better air quality, improving the neighborhood environmental and health conditions, while providing safety.

According to the DOT Grant Project Location Verification mapping tool, this entire project is in an area that has been designated as an historically disadvantaged community census tracts 507.02 and 506.17. New employment planned for this area include Kore manufacturing (3,000 employees), Wentworth Properties (1,300 employees), and other expected employment generators, (up to 500 employees). These and other potential new jobs provide job creation by supporting good-paying job opportunities for new hire and retention for underrepresented populations including women and people of color. One of the City's strategic goals is to have a well-planned urban community. New development is guided by best growth management practices to preserve Buckeye's unique heritage and to protect the natural environment while enhancing economic well-being and creating a variety of livable, sustainable neighborhoods.

Construction of a multi-modal roadway will accommodate vehicular traffic, pedestrians, handicaps, and bicyclists. Dedicated bike paths will provide pathways for non-vehicular mobility and community connectivity. Using the EPA's EJScreen geospatial tool, the ozone reading at this intersection is in the 95th percentile compared to the United States. The goal is to reduce travel times, travel distance, greenhouse gas emissions, and provide safer pathways for vehicular and non-vehicular traffic. The existing available route from Rooks Road and Baseline Road to Rooks Road and MC 85 is 2.6 miles because there is no pathway directly down Rooks Road from Baseline Road to MC 85 due to the barriers to connectivity of an irrigation canal. However, once the barrier overpass of 0.5 miles is completed, this trip will be reduced by 2.1 miles. The proposed multi-modal improvements make the new pathway accessible to vehicular and non-

vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides access to employment, and benefits the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) emissions per mile and by reducing daily work roundtrips by 4.2 miles would reduce CO2 emissions by 365,400 grams or 805 pounds (4.2 miles per round trip x 348 grams x 250 round trips per year) in a single year just for one car. If the average daily traffic were 3,000 vehicles, that would reduce CO2 emissions by over 2.4 million pounds per year. The project is in coordination with the City Transportation Master Plan to consider climate resiliency, stormwater drainage, and flood risk management. The completed project will benefit the community and provide equity by removing access disparities and significantly improving environmental conditions, connectivity, and safety. The new multi-modal direct access will improve job prospects and allow them to access employment by means other than vehicular. The reduction in travel time, as a result of the new traffic signals and ITS, will decrease vehicle emissions and will equitably distribute the benefits of better air quality, improving the neighborhood environmental and health conditions.

The City is beginning the planning process of implementing a transit circulator for the portion of Buckeye south of Interstate 10 and east of SR 85 (the primary residential, commercial and employment areas of the City). Completing Rooks Road improvements will allow the transit circulator direct access from the residential areas of downtown Buckeye to the large employers along Rooks Road. A bus stop is planned in this area for the future bus circulator that will pick up non-vehicular travelers for transportation around the community. The planned dedicated bike paths provide mobility and community connectivity for non-vehicular traffic.

Economic Competitiveness and Opportunity

This project creates additional travel routes for the local employers on Rooks Road, MC85, and Baseline, and any other new development. The roadway helps relieve any supply chain bottleneck by creating access to additional routes. The project creates additional routes to employment for the local employment base. These new employers promote long-term economic growth and other broader economic and fiscal benefits with robust job creation by supporting good-paying job opportunities for new hires and retention for underrepresented populations into those jobs including women and people of color. New employment planned for this area include Kore manufacturing (3,000 employees), Wentworth Properties (1,300 employees), and other expected employment generators, (up to 500 employees). 4800 new jobs, at an expected hourly rate of $18, provides nearly $180 million in wages. This project will be open for bid to all qualified contractors, including Minority Business Enterprises, Minority Owned Businesses, Woman Owned Businesses, and Veteran Owned Businesses. The completed project will support equitable commercial and mixed-income residential development.

State of Good Repair

The proposed project satisfies Complete Streets approach by completing this new infrastructure on Rooks Road overpassing the irrigation canal, thereby creating new infrastructure in this remote community that will be maintained by the City of Buckeye Public Works in a state of good repair, fixing an existing system vulnerability for this underserved community. The City will be responsible for the on-going maintenance and state of good repair of this project post-completion.

Partnership and Collaboration
In December 2022 and again in May 2023, public meetings were held wherein the public reviewed various proposals regarding Buckeye revitalization. Present at the meeting were City staff, outside planning consultant Olsson Planning, and various residents of the community. One item that the public requested was the Rooks Road improvements requested in this grant application. The City of Buckeye has also targeted this project as a future capital improvement project, provided funding is available. Additional community engagement will include, but not be limited to, news releases, social media releases, meetings with community-based organizations, and messages on the City website to ensure that equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project. Buckeye is and will be coordinating with other types of projects such as economic development, commercial or residential development, power/electric infrastructure projects, broadband and fiber deployment. Buckeye is also participating with a non-DOT Federal capacity-building program, Environmental Protection Agency's Environmental Justice EPA Targeted Brownfields Assessment on a 40-acre parcel in an adjacent HDC census tract for Brownfields Assessment, to create a public trailhead, park, and wildlife riparian restoration in partnership with Arizona Forestry.

Innovation
Buckeye will be installing Intelligent Transportation Systems (ITS), which according to the Department of Transportation, is a national program, using computers and communications to make travel safer by providing traveler information to give current, multi-modal information on travel conditions to guide choices on how, when, and where to travel. It also provides in-vehicle maps and automatic notification emergency services regarding serious accidents and their location. Intelligent commercial vehicle systems help public agencies improve safety by inspecting vehicles that need it most. The ITS system provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents, to minimize traffic delays and reduce travel times and emissions. Innovative Technologies will be deployed to enhance the environment for electric, connected, and automated vehicles to improve the detection, mitigation, and documentation of safety risks. Buckeye will also use practices that facilitate accelerated project delivery such as single contractor design-build arrangements, congestion management, asset management, and long-term operations and maintenance.

Project Budget

The design is 30% or more complete and the budget contains contingencies and scheduling considerations as of January 31, 2024. Project costs were estimated by the Buckeye Engineering department based upon input from outside contractors and past experience.

Please see the Budget and BCA Calculations file excel spreadsheet for detail and calculations.

The Rooks Road project costs by category are as follows:

Planning and Design	$ 1,000,000
Land Acquisition	$ 4,500,000
Construction	$ 10,535,000
Contingency	$ 801,750
Total Cost	$ 16,836,750

The project is designated as rural and 100% of the cost of the project and benefits are in historically disadvantaged community census tracts 506.17 and 507.02. With regard to cost overruns, Buckeye has built a 5% contingency into the budget. Any cost overruns beyond the budget and contingency would require an alternative source of funding.

2020 Census Tract(s)	Project Costs per Census Tract
506.17	$13,469,400
507.02	$ 3,367,350
	Total Project Cost: $16,836,750

2010 Census Tract(s)	Project Costs per Census Tract
506.17	$13,469,400
507.02	$ 3,367,350
	Total Project Cost: $16,836,750

Urban/Rural	Project Costs
Urban (2020 Census-designated urban area with a population greater than 200,000)	$0
Rural (Located outside of a 2020 Census-designated urban area with a population greater than 200,000)	$16,836,750
	Total Project Cost: $16,836,750

Based upon the Arizona Dept of Transportation (ADOT) 2021 crash facts, the cost of all accidents in Arizona was $ 20,155,769,803. There were 121,345 accidents, which equates to $166,103 per accident. Applying that to Rooks Road accidents of 4 in 2021 equates to $ 664,412 cost of accidents ($166,103 per accident x 4 accidents = $664,412).
Another benefit is access to employment for historically disadvantaged communities. This project completes multi-modal access to Kore Power manufacturing with 3,000 jobs. Creating

access to 3,000 jobs makes over $112 million per year available in wages to historically disadvantaged communities ($18/hour x 2,080 hours x 3,000 jobs).
Combining the above two benefits gives a BCA ratio of 6.7:1 (112,320,000 + 64,412/16,836,750)
This project provides community connectivity for historically disadvantaged community census tracts 507.02 and 506.17. Census tract 506.17 is also a census tract that meets the definition of an area of persistent poverty.

The existing available route from Rooks Road and Baseline Road to Rooks Road and MC 85 is 2.6 miles because there is no pathway directly down Rooks Road from Baseline Road to MC 85 due to the barrier to connectivity of an irrigation canal. However, once the barrier overpass of 0.5 miles is completed, this trip will be reduced by 2.1 miles. The proposed multi-modal improvements make the new pathway accessible to vehicular and non-vehicular traffic. It reduces travel time, reduces greenhouse emissions, decreases reliance on automobiles, provides access to employment, and benefits the disadvantaged community. The average car produces 348 grams of carbon dioxide (CO2) (Dept of Energy) emissions per mile and by reducing daily work roundtrips by 4.2 miles would reduce CO2 emissions by 365,400 grams or 805 pounds (4.2 miles per round trip x 348 grams x 250 round trips per year) in a single year for just one car. If the average daily traffic were 3,000 vehicles, that would reduce CO2 emissions by over 2.4 million pounds per year. Thus, providing a significant health benefit and sustaining the environment in this disadvantaged community. The City's goal is to reduce travel times, travel distance, greenhouse gas emissions, and provide safe pathways for vehicular and non-vehicular traffic. According to the Department of Transportation, installing Intelligent Transportation Systems (ITS) along Rooks Road will help reduce travel time and make travel safer for non-commercial and commercial traffic. ITS provides connectivity between traffic signals along Rooks Road to allow Signal and Traffic Engineering staff the ability to monitor and adjust signal operations as necessary for efficiency and safety. A secondary benefit to the ITS system is that it provides a connection from the City's Public Works Facility (home of the traffic signal staff) to the City's ever growing traffic signal system and the ability to monitor and adjust traffic signal timing as needed during peak hours or incidents, to minimize traffic delays and reduce travel times and emissions.

This project will provide new multi-modal pathways for vehicular, pedestrian, handicap, and bicycle traffic. It will also connect to other pedestrian/bicycle/rolling only pathways along the irrigation canal.

City of Buckeye Grant Proposal

Rooks Road improvements of infrastructure, including road improvements, traffic signals, Intelligent Transportation Systems, and construction of a bridge over an irrigation canal.

City of Buckeye
530 E. Monroe Ave.
Buckeye, AZ 85396

Any inquiries with respect to this proposal may be directed to:
Rob Roach: Grant Program Administrator - 623-349-6165 - rroach@buckeyeaz.gov
Courtney Gomez: Grant Specialist – 623-349-6159 – cgomez@buckeyeaz.gov

Total Project Cost: $16,836,750

Project Description

The project will build a multi-modal bridge over a connectivity barrier, an irrigation canal, for the benefit of a disadvantaged community and an area of persistent poverty. The bridge will reconnect the disadvantaged community to employment and economic prosperity by means of walking, bicycling, and rolling. The mitigation of the burdening transportation facility will also improve air pollution, reduce environmental harm, and improve community accessibility and safety.

Overview

The area today known as the City of Buckeye ("City" or "Buckeye") was originally inhabited by the Hohokam civilization between the years of 200 and 1450. The Hohokam are thought to have abandoned the area due to an extensive drought with an estimated duration from 1276 to 1299, followed by continued infrequent rainfall up until 1450. The first current day settlement was established in 1885, by a group looking to develop an irrigation ditch. In 1922, the Buckeye Water Conservation and Drainage District was established, and the 28-mile canal is still operating to this day.

Up until 2000, the downtown area of Buckeye was the center of population, which was estimated at 6,537. The downtown area of Buckeye is located south of the irrigation canal. Since 2000, the majority of the commercial, industrial, retail, and residential growth has occurred north of the irrigation canal. This development includes Kore Power, a lithium battery manufacturer, which is building a manufacturing facility just north of the canal on Rooks Road. It is estimated that Kore Power will create approximately 3,000 new jobs. Wentworth Properties is planning to build an industrial park in this area, which is estimated to create 1,300 new jobs. Other projects are estimated to bring in 500 jobs.

Transportation assets have historically focused around commerce. The construction of Interstate 10 (I-10) from Phoenix to Los Angeles runs through the northern portion of Buckeye and several miles north of the historically underserved downtown Buckeye. There are a limited number of roads that lead from I-10 south across the canal into downtown Buckeye. There are no roads that connect the underserved area to the employment centers that are walkable and bicycle accessible due to an irrigation canal that blocks the downtown residents from the employment opportunities.

Why is all this noteworthy? Because all these employment opportunities for people living to the south of the canal are available only to those who have access to a vehicle. According to the USDOT Equitable Transportation Community Explorer mapping tool, downtown Buckeye has a population of 11,600 and 100% is determined as disadvantaged with 38% to 50% of the population in the 2 tracts at or below 200% of the federal poverty line. The community is 55% to 60% at risk of climate and disaster risk, and 71% to 75% at risk of extreme climate change. The community is 69% to 78% environmentally burdened, 74% to 82% facing health vulnerability, 61% to 79% facing social vulnerability, and the southern portion of the community is 66% transportation insecure.

Since at least 2000, downtown Buckeye has been the subject of underinvestment and inequity. Virtually all new development has occurred north of the irrigation canal. The canal has become a barrier to equity and economic improvement. This is because there are no non-vehicular

pathways of transportation available to reach the large employers which are situated north of the canal. From the downtown area, currently, the shortest distance to the large employers is 2.6 miles because there are no access points across the canal that are in close proximity to the disadvantaged community. The closest access point could be by way of Rooks Road if the road were to span over the canal. Upon completion of an overpass over the irrigation canal the distance would be under 1 mile from downtown and could allow for non-vehicular means of travel to the aforementioned employers.

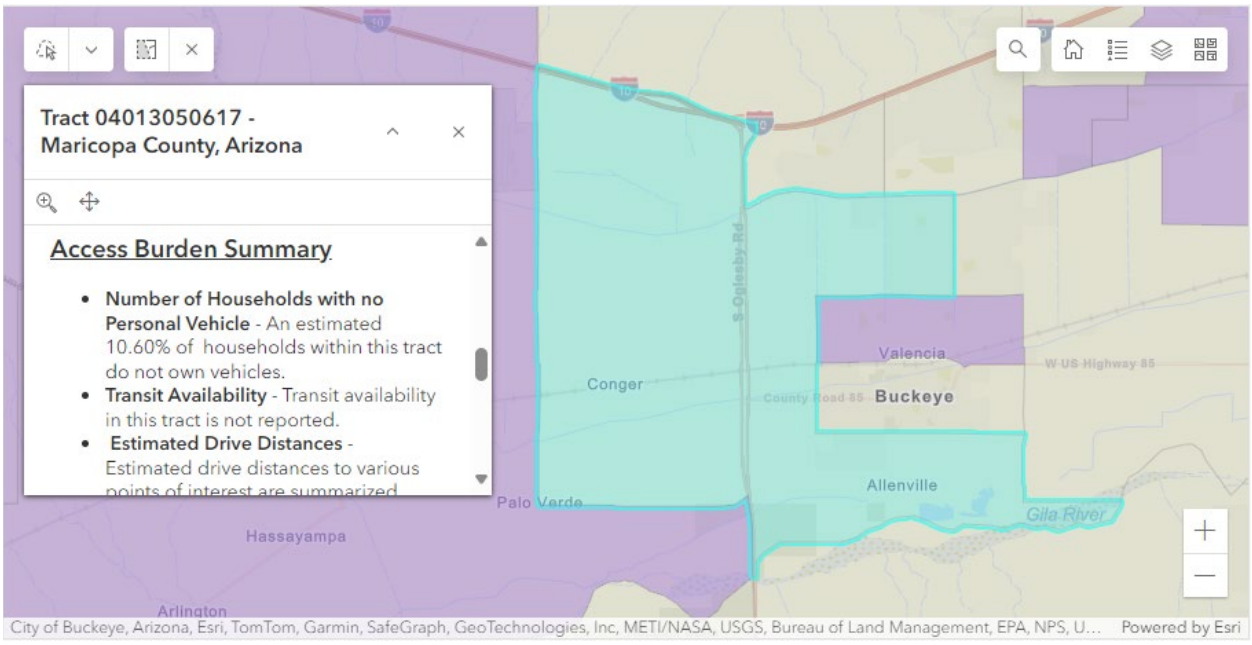
The Buckeye Rooks project is to build a pedestrian, bicycle, and motor vehicle bridge over the irrigation canal to connect the downtown historically minority neighborhoods to opportunities of employment and improved prosperity. Also, once Buckeye is able to incorporate public transit, there will be transit and transit stops convenient to the downtown and the employment centers. This will serve as a "cornerstone project" for the downtown, paving the way for economic and social improvement, equitable community connectivity, mobility, safety, and reduced environmental harm.

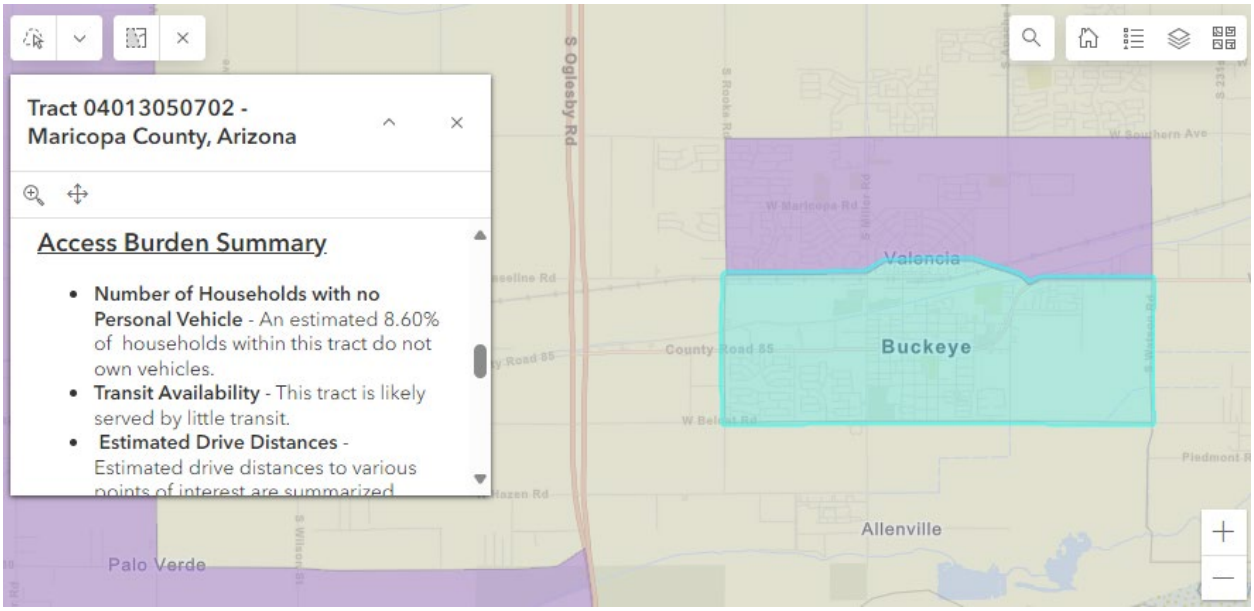
The project will overpass the existing transportation barrier, an irrigation canal. This barrier separates historic downtown Buckeye from employment opportunities. The downtown neighborhoods are 64% people of color population and historically underserved, and the project completion will restore neighborhood connectivity. The project will provide new bicycle and pedestrian routes. A Community Advisory Committee was established to provide input, feedback, and help guide the equitable implementation of the project. The goals of this project are to eliminate the barrier by way of bridging the barrier between Downtown Buckeye and the employment centers, thereby reconnecting residents through alternative transportation access, such as walking, rolling, and biking.

The project consists of a final design, one 10-acre land purchase for right-of-way, and construction of a 4-lane road section (2-lanes in each direction separated by a raised median) of Rooks Road from Baseline Road to MC85, Buckeye, Arizona. This includes a grade separated multi-modal structure over an irrigation canal, a 16-inch water line, two traffic signals, ITS conduit, pull box and fiber optics, and any other sleeves for utilities, drainage facilities, dedicated bike lanes, sidewalks, Intelligent Transportation Systems (ITS), and armoring of the Palo Verde Nuclear Cooling line. The total cost is budgeted at $16,836,750, with $13,469,400 (80%) requested in federal funding and $3,367,350 (20%) in City match funds. Baseline Road is a major east-west connector traversing most of the community of Buckeye. Traffic counts along Baseline are 2,938 average daily vehicles (MAG 2022). Baseline Road provides east-west access to downtown Buckeye and State Route 85, which is a major north-south highway connecting Interstate 10 and points south to Yuma, Arizona. MC85 is a major east-west connector traversing the community of Buckeye. Traffic counts along MC85 at Rooks Road are 4,114 average daily vehicles (MAG 2022). MC85 is also a major connection to downtown Buckeye and State Route 85. State Route 85 average daily traffic along this area is 20,016 (MAG 2022). The irrigation canal cuts off Rooks Road from the southernmost section of Rooks Road just north of MC85. This obstacle creates a barrier to the surrounding disadvantaged community and precludes direct access from MC 85 to Rooks Road north of this barrier.

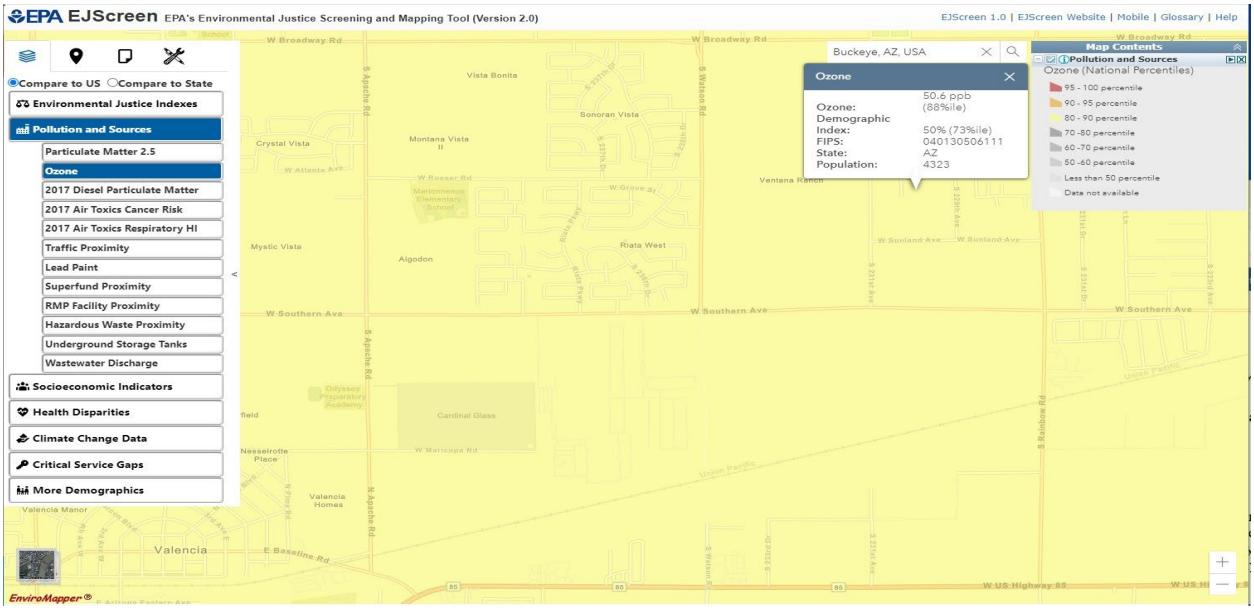
According to the DOT Grant Project Location Verification mapping tool, this entire project is in an area that has been identified as a Federally designated historically disadvantaged community census tracts 506.17 and 507.02. The irrigation canal is an existing barrier in this community that

cuts off residents from freely traveling back and forth between north and south, preventing direct access to employment and community services. The canal creates a barrier to accessing workplaces, as well as recreation areas, schools, banks, post office, social services, community services, health services, and shopping. The extra time and distance it takes vehicles to travel around this barrier creates higher levels of pollution to accumulate in the area. Non-vehicular travel around this barrier is difficult to impossible. Construction of a multi-modal overpass over the irrigation canal, and completion of the road connecting Rooks Road from Baseline to MC85 will accommodate vehicular traffic, pedestrians, handicaps, bicyclists, etc. The project includes pedestrian and bicycle paths for non-vehicular transportation.





Based upon the above ETC tool screenshots (shaded in blue above), 19.2% of the downtown community households do not own a personal vehicle, based on a weighted average. This makes it even more important to install a pedestrian/bicycle means of access to good jobs. The project will reduce the distance from 2.6 miles to less than a mile, thus reducing the ozone and greenhouse gases dispersed into the community. The City's goal is to reduce travel times, reduce travel distance, reduce greenhouse gas emissions, and provide safe pathways for non-vehicular traffic. The project is in coordination with the City Master Transportation Plan to consider climate resiliency, stormwater drainage, and flood risk management. The completed project will benefit the community and provide equity by removing access disparities and significantly improving connectivity and safety. The new multi-modal direct access over the existing barrier will improve job prospects and allow residents to access employment by means other than vehicular. Using the EPA's EJScreen geospatial tool, the ozone reading in this area is in the 88th percentile compared to the United States. The reduction in miles traveled, as a result of the overpass connection, will decrease vehicle emissions and will equitably distribute the benefits of better air quality, improving the neighborhood's environmental and health conditions. The Rooks Road extension project will connect one of the few major north/south arterials with another major east/west arterial in the city. The proposed extension will also cross a railway that bisects the City east to west. Continuity of roadway is critical for efficient traffic flow as well as providing a major backbone corridor for fiber infrastructure for the City and broadband providers. The City will install underground conduits and fiber optic cabling along the proposed route that will be sufficient to carry city infrastructure as well as city utility partners to support and enable broadband proliferation to disadvantaged citizens and businesses. A "dig once" approach will be preferred to alleviate future construction and traffic restrictions. Specifically, the City will install two conduits via directional boring with 14 microducts capable of carrying 6,048 fibers terminated into traffic rated vaults at either end of the expansion.



Project Readiness

The City of Buckeye has a full-time Capital Improvement Program Department (CIPD) which has successfully completed over 20 projects similar to this proposed project. Buckeye was the sole administrator of these projects. CIPD currently has 30 projects in the 5-year CIP plan with budgeted costs between $2 million and $50 million, including this project. The CIPD uses outside consultants to create structure and construction documents, which are subsequently reviewed and approved by the City staff (and outside consultants if necessary). The CIPD conducts a construction bid process to select the contractors to execute the planned project. Thereafter, seasoned CIPD staff oversee, monitor, and inspect the project from start to completion. This includes, but is not limited to, permits, traffic control, inspections, and closeout. After the 60% design stage, CIPD identifies the right-of-way (ROW) needs and begins ROW acquisition. CIPD obtains appraisals of the needed ROW, contacts the landowner, and begins the acquisition process.

Based upon past experience and familiarity with the proposed project, project risks, such as procurement delays, environmental uncertainties, and approvals, increases in real estate acquisition costs, lack of legislative approval, and other risks that may affect the likelihood of a successful project start and completion, Buckeye has taken these into account through the budget and scheduling process. The contingency line in the budget provides cushion for unexpected costs. If an alternative funding source were required, the City of Buckeye would review its general fund for alternative funding of the cost or potentially pursue State or County support. The National Environmental Policy Act (NEPA) process has not commenced but due to Buckeye's familiarity with this project and experience with prior similar projects, plus the project scheduling allowance that was incorporated, Buckeye does not anticipate that the NEPA will be a no-go milestone. The NEPA will be completed prior to the obligation of the award. This area is substantially agricultural and normally does not pose environmental issues. Additionally, the same applies to local regulatory approvals and permits. Buckeye will need to coordinate with the Buckeye Water Conservation/Buckeye Irrigation District (BID), and the utilities, with whom Buckeye has a long-standing relationship and do not expect any major issues. All required real property and right-of-way acquisition will be completed in a timely manner in accordance with 49 CFR part 24, 23 CFR part 710, and other applicable legal requirements and has been appropriately scheduled. Likewise, the project will be in the Maricopa Association of Governments (MAG) Transportation Improvement Plan (TIP) prior to the obligation of the award. Buckeye has a close working relationship with MAG and does not foresee that there will be an issue. Buckeye will follow Davis-Bacon and Buy America compliance requirements, as it has in previous federally funded projects.

In December 2022 and again in May 2023, a public meeting was held wherein the public reviewed various proposals regarding Buckeye revitalization. Present at the meeting were City staff, outside planning consultant Olsson Planning, and various residents of the community, which is an environmental justice and historically disadvantaged community. One item that the public requested was the improvements requested in this grant application. Additional community engagement will include, but not limited to, news releases, social media releases, meetings with community-based organizations, and messages on the City website to ensure that equity considerations for underserved communities are meaningfully integrated throughout the lifecycle of the project. Buckeye is and will be coordinating with other types of projects such as

economic development, commercial or residential development, power/electric infrastructure projects, broadband and fiber deployment.

The City of Buckeye has prior grant management experience and an understanding of federal grants and will comply with Federal regulations. Examples of prior Federal grant experience include grants received from U.S. DOT, U.S DOJ, HUD, U.S. Dept of Health and Human Services, and U.S. Dept of Treasury. Buckeye's operating standards include, but are not limited to, Buy America, civil rights, ADA, and Davis Bacon.

The project is designated as rural, historically disadvantaged and 100% of the cost of the project is in and benefits the historically disadvantaged community. However, if an alternative funding source were required, the City of Buckeye would review its general fund for alternative funding of the cost or potentially pursue State or County support. In all likelihood, a project this large would go unfunded and not be constructed without the grant. With regard to cost overruns, Buckeye has built in a 5% contingency into the budget.

Project Schedule and Major Milestones

Select Design Consultant	Fall 2024
Design Consultant NTP	Fall 2024
Draft Alternative Bridge Selection Report	Fall 2024
60% Construction Documents	Late 2024
Final Alternative Bridge Selection Report	
Right-of-Way Determination	
City Review Completed	Spring 2025
NEPA, environmental studies and approvals completed	Spring 2025
State and local clearance completed, if any required	Spring 2025
Irrigation canal coordinated	Spring 2025
Begin Right-of-Way Acquisition	Spring 2025
90% Construction Documents	Mid 2025
City Review Completed	Mid 2025
Utility Clearances	September 2025
Advertise for Construction	September 2025
Sealed Construction Documents	September 2025
Select Contractor/NTP	October 2025

RAISE grant funds obligated	October 2025
Irrigation Ditch Relocations	November 2025 (annual dry up)
APS Overhead Power Relocation	November 2025 – January 2026
Construction Completed/Open to Traffic	June 2027

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.J. WR - Construction Manager at Risk (CMAR) contract with Felix Construction for the Sundance Water Reclamation Facility (WRF) rehabilitation project.
DATE PREPARED: 03/18/24	**DISTRICT NO.:** 4,5,6
STAFF LIAISON: Terry Lowe, Water Resources Director, tlowe@buckeyeaz.gov, (623) 349-6121	
DEPARTMENT: Water Resources	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on the Construction Manager at Risk Agreement (No. 2024009) between the City of Buckeye, an Arizona municipal corporation, and Felix Construction Company, an Arizona corporation, related to pre-construction services in connection with the rehabilitation of the Sundance Water Reclamation Facility (WRF) in an amount not to exceed $231,000; and authorize the City Manager to approve additional contracts with other vendors in connection with said rehabilitation project not to exceed $18,519,000, for a grand total not to exceed $18,750,000, funded in part by the Water Infrastructure Finance Authority (WIFA) loan approved by Council on May 16, 2023.

SUMMARY

PROJECT DESCRIPTION:
This Council action will allow for a phased approach to the Sundance WRF rehabilitation project. After the initial pre-construction services are performed, the City may request Felix Construction submit a proposal for a guaranteed maximum price (GMP) for the construction of the project, which may be submitted as a single GMP or as multiple GMPs at the City's sole discretion. Felix Construction shall furnish all materials, equipment, tools, and labor necessary to complete the work and the complete rehabilitation project shall not exceed $18,750,000.

A solicitation for the CMAR was advertised to the public on July 24, 2023, with a closing date of August 31,2023. A total of three general contractors submitted proposals. A team of City staff held a meeting to discuss each firm's proposal and after careful review, City Staff elected to issue a letter of apparent most qualified to Felix Construction.

The rehabilitation of the Sundance WRF influent wastewater treatment process is planned to return the facility to an operational capacity of 3.4 million gallons per day, meeting all required permitting set forth by Maricopa County, Department of Environmental Quality (ADEQ), and the Environmental Protection Agency (EPA) and includes rehabilitation of the SBR # 3, 5 and 6, Anoxic Basin #4, a new Tertiary Filter and upgrades to the headworks and solids handling.

BENEFITS:
The rehabilitation of the Sundance WRF will return the facility to the operational treatment capacity of 3.4 million gallons per day, meeting all permitting requirements set forth by Maricopa County, ADEQ and the EPA.

FUTURE ACTION:

None.

FINANCIAL IMPACT STATEMENT:
Repair and replacement for the Sundance Water Reclamation Facility is included in the FY24-27 budget request as CIP #104210. The total project cost to complete all phases is estimated at $18,750,000. $5,000,000 to be spent in FY24.

The City has obtained a twenty-year loan through the Water Infrastructure Authority (WIFA) in the amount of $18,750,000, with a combined interest and fee rate of 1.848%.

CURRENT FISCAL YEAR TOTAL COST:
$5,000,000.00

BUDGETED:
Yes

FISCAL YEAR:
FY24

FUND/DEPARTMENT:
40011233-543050

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CMAR - Felix 2024009.pdf

CONSTRUCTION MANAGER
AT RISK AGREEMENT #2024009
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

THIS CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Agreement") is made February 14, 2024, by and between the City of Buckeye, an Arizona municipal corporation ("Buckeye"), and Felix Construction Company, an Arizona corporation (the "Construction Manager"), for design phase review and complete construction services related to Sundance Wastewater Reclamation Facility Rehabilitation project, located at 21760 West Watkins Street in Buckeye, Arizona, and other items as deemed necessary by Buckeye (the "Project"). Buckeye and the Construction Manager are referred to herein individually as a "Party" and collectively as the "Parties."

ARTICLE 1
GENERAL

1.1 Project Summary. The Construction Manager shall perform all pre-construction services set forth in Article 2 below (the "Pre-Construction Services") and, subject to Section 1.2 below, management and construction services set forth in Article 4 below (the "Construction Services") (the Pre-Construction Services and the Construction Services are collectively referred to as the "Services"), including providing all material, equipment, tools, and labor necessary to complete the Work (as defined below) described herein and reasonably inferable from the Contract Documents (as defined below), including the upgrades and improvements to be encompassed in the Project. The Construction Manager will also coordinate with and provide comments to the City of Buckeye to ensure that the Project design is constructible within the established budget.

1.2 Phased Agreement. The Services contemplated by this Agreement shall be carried out in several distinct phases. The initial Services shall be to provide Pre-Construction Services including (A) such environmental investigation services as applicable pursuant to Section 2.1 below, (B) review of the Project Designers' Construction Documents pursuant to Section 2.2 below, and (C) the Pre-Construction Phase General Services, pursuant to Section 2.3 below (the "Pre-Construction Phase General Services"). The Construction Manager shall be compensated on an hourly basis, at the agreed-upon hourly rates and a stipulated not-to-exceed total fee, for the Pre-Construction Services as set forth in Section 7.1 below, provided that such services may extend through the construction phase for various components of the Project. At the point in the Pre-Construction Services as determined by Buckeye, Buckeye may, in its sole discretion, request that the Construction Manager submit a proposal for a guaranteed maximum price ("GMP") for construction of the Project, which may be submitted as a single GMP or as multiple GMPs at Buckeye's sole discretion. The Construction Manager shall prepare and submit the GMP Proposals pursuant to Article 3 below. If Buckeye and the Construction Manager agree upon the respective GMP Proposals, the Construction Manager shall furnish, with respect to each GMP Proposal (A) such environmental investigation services as applicable pursuant to Section 2.1 below, and (B) the Construction Services set forth in Article 4 below. If Buckeye and the

Construction Manager cannot, after good faith efforts, agree on the GMP, Buckeye may, in its sole discretion, terminate this Agreement (subject to the terms and conditions set forth in Section 12.2 below).

1.3 Definitions.

A. "Additional Services" means services not initially included as part of the Work, but which are later identified as necessary or desirable by Buckeye, as more fully described in Section 4.17 below.

B. "Applicable Law" means any law, rule, code, regulation, requirement, action, determination, guideline, or order of, or any legal entitlement issued by, any governmental body having jurisdiction, applicable or relating to the design, permitting, construction, equipping, financing, ownership, possession, or any other transaction or matter contemplated hereby relating to the design and construction of the Project.

C. "Change Order" means a contract amendment issued after execution of this Agreement or future GMP Amendments signed by Buckeye, Construction Manager, and other parties, as may be required or appropriate, agreeing to an addition, deletion, or revision in the scope of Work, an adjustment to the Contract Price, an adjustment to the Contract Time, or other modifications to Contract terms.

D. "Construction Documents" means the plans, Specifications, drawings, and special provisions prepared by the Project Designers after correcting for permit review requirements, and as approved by Buckeye Manager or authorized designee. The Construction Documents, once approved by Buckeye as 100% complete, shall be attached hereto as Exhibit A and incorporated herein by reference.

E. "Construction Fee" means the portion of Construction Manager's compensation not related to Direct Construction Costs, as set forth in Subsection 3.4 below.

F. "Contract Documents" means all of the following:

1. Change Orders and written amendments to this Agreement, including the amendments, if any, relating to the respective GMPs (the "GMP Amendments"), signed by both Buckeye and the Construction Manager, attached hereto as Exhibit B and incorporated herein by reference.

2. This Agreement.

3. The Construction Documents.

4. The Construction Manager's Guaranteed Maximum Price Proposals (the "GMP Proposals"), attached hereto as Exhibit C and incorporated herein by reference, including but not limited to:

a. The Construction Manager's proposed scope of services and fee breakdown for each GMP Proposal (the "Scope").

b. The Master Schedule relating to the applicable Scope developed in accordance with Subsection 2.3(C) below and updated as set forth in this Agreement, attached hereto as Exhibit D and incorporated herein by reference.

5. Buckeye's Request for Qualifications (the "RFQ"), attached hereto as Exhibit E and incorporated herein by reference.

6. The Construction Manager's response to Buckeye's RFQ, attached hereto as Exhibit F and incorporated herein by reference.

In case of any inconsistency, conflict, or ambiguity among the Contract Documents, the documents shall govern in the order in which they are listed above.

G. "Contract Price" means the total compensation to be paid to the Construction Manager, as more fully described in Article 7 below.

H. "Contract Time" means the Days, as set forth in Article 6, indicating the period of time, including authorized adjustments, allotted in the Contract Documents to achieve Substantial Completion of the Work.

I. "Cost Model" means the detailed cost information for the Project as described in Subsection 2.3(D) below.

J. "Cost of the Work" means the portion of Direct Construction Costs necessarily incurred by the Construction Manager in the proper performance of the Work as more specifically set forth in Section 3.3(B) below.

K. "Critical Path" means the sequence of activities from the start of the Work to Substantial Completion of the Project for which any delay in the completion of these activities will delay achieving Substantial Completion.

L. "Day(s)" means calendar day(s) unless otherwise specifically noted in the Contract Documents.

M. "Differing Site Conditions" means concealed or latent physical conditions or subsurface conditions at the Site that (1) materially differ from the conditions indicated in the Contract Documents or (2) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized in the area of the Site as inherent in the Work.

N. "Direct Construction Costs" means General Conditions Costs and Cost of the Work as set forth in Section 3.3 below.

O. "Environmental Conditions" means collectively, Hazardous Materials and Underground Storage Tanks.

P. "Environmental Damages" means all claims, judgments, damages, losses, penalties, fines, liabilities, encumbrances, liens, costs, and expenses of investigation and defense of any claim, including, without limitation, attorney's fees, that are incurred at any time as a result of the existence of Environmental Conditions upon, about, or beneath the Project Site or migrating or threatening to migrate to or from the Site, and including, without limitation:

1. Damages for personal injury, or injury to property or to natural resources occurring upon or off the Site.

2. Fees incurred for the services of attorneys, consultants, the Construction Manager, experts, laboratories, and all other costs incurred in connection with the investigation or remediation of such Environmental Conditions or violation of Environmental Requirements.

3. Liability to any third party or governmental agency or political subdivision to indemnify such party, agency, or political subdivision for costs expended in connection with the items listed in Subsections 1.3(P)(1) and (2) above.

Q. "Environmental Requirements" means all Applicable Laws, statutes, regulations, rules, ordinances, common law codes, licenses, permits, orders, and similar items of all governmental agencies or other instrumentalities of the United States, the State of Arizona, Maricopa County, and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to health, safety, any Hazardous Materials, or the environment, including, without limitation, the Solid Waste Disposal Act, 42 U.S.C. §§ 6901 *et seq*.; the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §§ 9601 *et seq*. ("CERCLA"), as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"); the Hazardous Materials Transportation Act, 49 U.S.C. §§ 1801 *et seq*.; the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 *et seq*.; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq*.; the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq*.; the Safe Drinking Water Act, 42 U.S.C. §§ 300f *et seq*.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. §§ 136 *et seq*.; the Arizona Environmental Quality Act (Title 49, Arizona Revised Statutes); all requirements, including but not limited to, those pertaining to reporting, licensing, permitting, investigation, and remediation of emissions, discharges, releases, or threatened releases of Hazardous Materials into the air, surface water, ground water, or land, or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Materials; and any other local, state, or federal environmental statutes, and all rules, regulations, orders, and decrees now or in the future promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

R. "Final Completion" means completion of the Project, including Punch List items, by the Construction Manager in accordance with the Contract Documents, certified to Buckeye by the Construction Manager.

S. "Float" means the number of Days by which an activity can be delayed without lengthening the Critical Path and extending the Substantial Completion date.

T. "General Conditions Costs" means a portion of the costs incurred by the Construction Manager during the construction phase, as set forth in Section 3.3(A) below.

U. "Buckeye's Contingency" means a fund used at the discretion of Buckeye, usually for costs that result from Buckeye-directed changes.

V. "Hazardous Materials" means any substance:

1. Defined as a "regulated substance" within the meaning of Subtitle I of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§ 6691 *et seq*., as amended from time to time, and regulations promulgated thereunder.

2. Designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 1321, as amended from time to time, and the regulations promulgated thereunder, or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317, as amended from time to time, and the regulations promulgated thereunder.

3. Defined as "hazardous," "toxic," or otherwise regulated, under any Environmental Requirements adopted by the state in which the Site is located, or its agencies or political subdivisions.

4. Containing asbestos or asbestos-containing materials.

5. The presence of which requires notification, investigation, or remediation under federal, state, or local law, statute, regulation, ordinance, order, action, policy, or common law.

6. Which is or becomes defined as a "hazardous waste," "hazardous substance," pollutant, or contaminant under any federal, state, or local law, statute, regulation, rule, or ordinance, or amendments thereto.

7. Which is petroleum, petroleum products, including crude oil or any fraction thereof not otherwise designated as a "hazardous substance" under CERCLA, including without limitation gasoline, diesel fuel, or other petroleum hydrocarbons; and, ethanol, methyl tertiary butyl ether, or derivatives or constituents of or vapors from any of the foregoing.

8. Which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous and is or becomes regulated by any governmental authority or instrumentality of the United States or the State of Arizona.

9. The presence of which on the Project Site causes or threatens to cause a nuisance upon the Project Site or to the adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the Project Site.

10. The presence of which on adjacent properties could constitute a trespass by the Construction Manager or Buckeye.

W. "MAG Specifications" means, collectively, the "Uniform Standard Specifications for Public Works Construction," current edition as of the date of Contract award, and the "Uniform Standard Details for Public Works Construction," current edition as of the date of Contract award, which are sponsored and distributed by the Maricopa Association of Governments ("MAG").

X. "Master Schedule" is defined as set forth in Subsection 2.3(C) below.

Y. "Minor Adjustment" means a written order prepared and signed by Buckeye and the Construction Manager, approving a change in the Work that does not require an adjustment in the Contract Price or the Contract Time.

Z. "Project Record Document(s)" means the document(s) created pursuant to Section 4.12.

AA "Punch List" means that list of items provided by Buckeye to the Construction Manager at the time of Substantial Completion indicating items to be completed or corrected, including the time for completion or correction by the Construction Manager after Substantial Completion.

AB. "Shop Drawings" means drawings, diagrams, schedules, and other data specially prepared for the Work by the Construction Manager or a Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

AC. "Site" means the land or premises on which the Project is located.

AD. "Specifications" means the part(s) of the Contract Documents for the construction phase consisting of written technical descriptions of materials, equipment, construction systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.

AE. "Subcontractor" means a person or entity employed or engaged by the Construction Manager or any person or entity directly or indirectly in privity with the Construction Manager to perform any portion of the Work. The term Subcontractor does not include any separate contractor employed by Buckeye.

AF. "Substantial Completion" means construction has been completed in accordance with the Contract Documents to the extent that Buckeye can use or occupy the entire Project, or the designated portion of the Project for the use intended without any outstanding,

concurrent construction at the Site, except as may be required to complete or correct Punch List items.

AG. "Underground Storage Tank" shall have the definition assigned to that term by § 9001 of RCRA, 42 U.S.C. § 6991, as amended, and also shall include (1) any tank of 1,100 gallons or less capacity used for storing motor fuel; (2) any tank used for storing heating oil for consumption on the premises where stored; (3) any tank used for storing waste oil; (4) any septic tank; and (5) any pipes with oil dispensers connected to items listed in clauses 1.3(AG)(1) and 1.3(AG)(2) above.

AH. The "Work" means, collectively, the (1) environmental investigation set forth in Section 2.1 below, (2) Review of Construction Documents and design remedies set forth in Section 2.2 below, (3) Pre-construction Phase General Services set forth in Section 2.3 below, (4) Construction Services provided in accordance with Article 4 below, if applicable, (5) Additional Services that may be provided pursuant to an approved Minor Adjustment or Change Order in accordance with Article 8 below, and (6) other services that are necessary to complete the Project in accordance with and reasonably inferable from the Contract Documents.

1.4 Cooperative Relationship. Buckeye and the Construction Manager agree to proceed with the Project on the basis of trust, good faith, and fair dealing, and shall take all actions reasonably necessary to perform this Agreement in an economical and timely manner, but without sacrificing quality. Buckeye and the Construction Manager agree to consider design modifications and alternative materials or equipment if necessary to permit the Project to be constructed by the dates of Substantial Completion and Final Completion, as established by the mutually-agreed-upon Master Schedule attached hereto.

1.5 Buckeye Representations.

A. Project Designer Selection. Buckeye has contracted separately with the Project Designers to provide engineering and design for the Project.

B. Buckeye's Project Manager. Buckeye has either designated a Buckeye staff member to act as Buckeye's Project Manager and/or has contracted separately with a person, firm, or corporation to act as Buckeye's Project Manager. Buckeye's Project Manager has no design responsibilities of any nature. None of the activities of Buckeye's Project Manager supplant or conflict with the design, budget, or any other services and responsibilities furnished by the Construction Manager, the Project Designers, or sub-consultants. All instructions by Buckeye relating to this Agreement will be issued or made through Buckeye's Project Manager. All communications and submittals of Construction Manager to Buckeye shall be issued or made through Buckeye's Project Manager unless Buckeye or Buckeye's Project Manager shall otherwise direct. Buckeye's Project Manager shall not unreasonably withhold approval for the Construction Manager to communicate directly with other Buckeye officials or the Project Designers. Throughout the term of this Agreement Buckeye's Project Manager shall have the authority to establish procedures, consistent with this Agreement, to be followed by the Construction Manager and to call periodic conferences to be attended by the Construction Manager and the Construction Manager's Subcontractors.

C. Limited Project Management. None of Buckeye's project management activities are intended to supplant or conflict with the design, budget, or any other services and responsibilities customarily furnished by the Construction Manager or its Subcontractors, except as otherwise specifically modified by this Agreement.

D. No Third Party Relationships. The Construction Manager assumes responsibility to Buckeye for the proper performance of the work of Subcontractors and any acts and omissions in connection with such performance. Nothing in the Contract Documents is intended or deemed to create any legal or contractual relationship between Buckeye and any level of Subcontractor, including but not limited to any third-party beneficiary rights. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against Buckeye or the Construction Manager.

E. Requests for Information. Buckeye shall examine requests for information/direction submitted by the Construction Manager and shall render decisions thereto promptly. Buckeye shall furnish required information and approvals and perform its responsibilities and activities in a timely manner to facilitate orderly progress of the Work (1) in cooperation with the Construction Manager, (2) consistent with this Agreement, and (3) in accordance with the planning and scheduling requirements and budgetary restraints of the Project as determined by Buckeye.

F. Notice to Construction Manager of Defect. If Buckeye observes or otherwise becomes aware of any fault or defect in the Project or nonconformity with the Contract Documents, Buckeye shall give written notice thereof to the Construction Manager.

G. Approvals. Buckeye shall secure, submit, and pay for City approvals, easements, assessments, permits, and charges required for the Project.

H. Communication. Buckeye, its representatives, and consultants shall communicate with the Subcontractors only through the Construction Manager unless otherwise directed or permitted by the Construction Manager.

I. Notices. Buckeye shall send to the Construction Manager, and shall require the Project Designers to send to the Construction Manager, copies of all notices and communications sent to or received by Buckeye or the Project Designers relating to the Construction Manager's Services with respect to the Project.

1.6 Construction Manager Representations.

A. Standards. The Construction Manager shall provide the professional management and construction services for the Project in accordance with the terms and conditions of this Agreement. The Construction Manager covenants with Buckeye to furnish its skill and judgment with due care and in accordance with the highest standards of its profession and with Applicable Law in effect on the date of this Agreement or as subsequently amended.

B. Subcontractor Selection Program. In conjunction with its response to Buckeye's RFQ, the Construction Manager submitted to Buckeye a written procedure in conformance with ARIZ. REV. STAT. §§ 34-601 *et seq.*, as amended, for qualifications-based selection of Subcontractors to be utilized in completion of the Project (the "Subcontractor Selection Program"), which is attached hereto as part of Exhibit F. The Construction Manager shall conduct a telephone and correspondence campaign to attempt to create interest among Subcontractors. The Construction Manager shall develop and coordinate procedures to provide answers to Subcontractors' questions. The Construction Manager shall use best efforts to utilize minority business enterprises, women business enterprises, and local contractors or suppliers. The Construction Manager shall ensure that each Subcontractor has secured the required business licenses, permits, insurance, and bonds. The Construction Manager shall be solely responsible for ensuring that (1) the Subcontractor Selection Program is in conformance with Applicable Law and (2) all Subcontractors are selected in accordance with the Subcontractor Selection Program. The Construction Manager shall defend, indemnify, and hold harmless Buckeye, its agents, representatives, officers, directors, officials, and employees for, from, and against all claims, damages, losses, and expenses (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings) relating to, arising out of, or alleged to have resulted from the Construction Manager's failure to appropriately select its Subcontractors. Additionally, as part of the Construction Manager's submittal of any GMP Proposal under this Agreement, the Construction Manager shall utilize the Subcontractor Selection Program to meet its requirements under Section 3.7 below.

C. Key Personnel. The Construction Manager shall provide to Buckeye a list of the proposed key project personnel of the Construction Manager and its Subcontractors to be assigned to the Project. This list shall include such information on the professional background of each of the assigned individuals as may be requested by Buckeye. Such key personnel and consultants shall be satisfactory to Buckeye and shall not be changed except with the consent of Buckeye. The Construction Manager will maintain an adequate number of competent and qualified persons, as determined by Buckeye, to ensure acceptable and timely completion of the Services described in this Agreement. If Buckeye objects, with reasonable cause, to any of the Construction Manager's staff, the Construction Manager will take prompt corrective action acceptable to Buckeye and, if required, remove such personnel from the Project and replace with new personnel with qualifications acceptable to Buckeye. Additionally, Buckeye shall have the right to request that the Construction Manager personnel be removed from the Project if, in Buckeye's sole discretion, such personnel are detrimental to the Project delivery process. Upon receipt of such request, the Construction Manager shall remove such personnel unless the Construction Manager can provide Buckeye with sufficient documentation to prove it is commercially impractical to replace the personnel with similarly qualified personnel. Buckeye's approval of substituted personnel shall not be unreasonably withheld.

D. Site Conditions. The Construction Manager represents that it has taken steps reasonably necessary to ascertain the nature and location of the Work related to the Project, and that it has investigated and satisfied itself as to the general and local conditions and constraints that are applicable to the Work such as (1) conditions bearing on transportation, disposal, handling, and storage of materials, (2) the availability of labor, water, power, and roads, (3) normal weather conditions, (4) observable physical conditions at the Site, (5) the surface conditions of the ground,

and (6) the character of equipment and facilities needed prior to and during the performance of the Work. To the extent the Construction Manager encounters subsurface or concealed conditions that differ materially from those which could reasonably have been determined from a Site surface investigation by the Construction Manager on the date of this Agreement or from those ordinarily found to exist and generally recognized as inherent in the activities of the character provided in the Contract Documents, then the Construction Manager shall give notice to Buckeye promptly before conditions are disturbed and in no event later than seven Days after the first observance of the conditions if a Change Order is contemplated by the Construction Manager due to such conditions. Such materially different conditions, if discovered after a GMP is approved, may entitle the Construction Manager to an equitable adjustment in the applicable GMP or schedule pursuant to the Change Order provisions set forth in Article 8 below.

1.7 Buckeye and Subcontractors. Buckeye will require the Construction Manager to contract directly with such Subcontractors as may be necessary for construction or supply of the Project. All such contracts shall be issued consistent with (A) the applicable provisions of this Agreement, and (B) Applicable Law, including, but not limited to, the requirements of ARIZ. REV. STAT. § 34-603(N) relating to inclusion of the Project's physical location in all subcontracts.

1.8 Construction Manager to Other Project Participants. In providing the Services described in this Agreement, the Construction Manager shall endeavor to maintain a working relationship with the Project Designers. The Project Designers are solely responsible for the Project design and shall perform in accordance with their respective agreements with Buckeye. Nothing in this Agreement shall be construed to mean that the Construction Manager is responsible for the design of the Project or that the Construction Manager assumes any of the contractual or customary responsibilities or duties of the Project Designers or any other persons or parties not specified by this Agreement; provided, however, that the Construction Manager shall provide comment and input in the form of a value analysis and constructability review with respect to the Project Designers' designs as set forth in Section 2.2 below.

1.9 Data Confidentiality.

A. Data Defined. As used in this Agreement, "data" means all information, whether written or verbal, including plans, photographs, studies, investigations, audits, analyses, samples, reports, calculations, internal memos, meeting minutes, data field notes, work product, proposals, correspondence, and any other similar documents or information prepared by or obtained by the Construction Manager in the performance of this Agreement.

B. Confidentiality. The Parties agree, subject to Arizona public records law, that all data, including originals, images, and reproductions, prepared by, obtained by, or transmitted to the Construction Manager in connection with the Construction Manager's performance of this Agreement is confidential and proprietary information belonging to Buckeye.

C. Use of Data. The Construction Manager will not divulge data to any third party without prior, written consent of Buckeye. The Construction Manager will not use the data for any purposes except to perform the Services required under this Agreement. These prohibitions

will not apply to any of the following data, provided the Construction Manager has first given the required notice to Buckeye:

1. Data that was known to the Construction Manager prior to its performance under this Agreement, unless such data was acquired in connection with work performed for Buckeye.

2. Data that was acquired by the Construction Manager in its performance under this Agreement, and which was disclosed to the Construction Manager by a third party, who to the best of the Construction Manager's knowledge and belief, had the legal right to make such disclosure and the Construction Manager is not otherwise required to hold such data in confidence.

3. Data that is required to be disclosed by the Construction Manager by virtue of law, regulation, or court order.

D. Disclosure Notice. In the event the Construction Manager is required or requested to disclose data to a third party, or any other information to which the Construction Manager became privy as a result of any other contract with Buckeye, the Construction Manager will first notify Buckeye as set forth in this Section of the request or demand for the data. The Construction Manager will timely give Buckeye sufficient facts, such that Buckeye can have a meaningful opportunity to either first give its consent or take such action that Buckeye may deem appropriate to protect such data or other information from disclosure.

E. Return After Completion. The Construction Manager, unless prohibited by law, within 10 Days after completion of services for a third party on real or personal property owned or leased by Buckeye, will promptly deliver, as set forth in this Section, a copy of all data to Buckeye. All data will continue to be subject to the confidentiality requirements of this Agreement.

F. Construction Manager Responsible. The Construction Manager assumes all liability for maintaining the confidentiality of the data in its possession and agrees to compensate Buckeye if any of the provisions of this Section are violated by the Construction Manager, its employees, agents, or Subcontractors. For the purposes of seeking injunctive relief, it is agreed that a breach of this Section will be deemed to cause irreparable harm that justifies injunctive relief in court.

ARTICLE 2
PRE-CONSTRUCTION SERVICES

2.1 Environmental Investigation.

A. Discovery. Upon written notice from Buckeye or upon the Construction Manager's discovery of Environmental Conditions on the Site, the Construction Manager shall recommend, for execution by Buckeye, one or more contracts ("Environmental Contracts") with suitably qualified consultants and/or engineers ("Environmental Engineers"), each of which

Environmental Engineer and which form of Environmental Contract shall be subject to the approval of Buckeye, for purposes of performing an investigation and analysis of the Site prior to demolition and excavation activities, to determine the presence of any Environmental Conditions on, in, or under the Site. The Environmental Contracts shall provide for a commercially reasonable scope of investigation and costs approved by Buckeye, and may provide for conducting the investigation and testing in phases acceptable to Buckeye. The Environmental Contracts shall also provide that the Environmental Engineers shall begin their tests and inspections at the Site as soon as Buckeye is able to arrange access to the Site, or any portions thereof, for such purposes. The Environmental Contracts shall provide that the Construction Manager, acting as agent of Buckeye, shall coordinate the activities of the Environmental Engineers with the Work.

B. Assessment; Remediation Analysis. The Environmental Contracts shall provide that the Environmental Engineers shall prepare such reports, feasibility studies, and remedial plans in accordance with applicable local, state, and federal rules, regulations, and laws, including the federal "all appropriate inquiry" Standard and American Society for Testing and Materials, ASTM E1527-13 ("Environmental Assessments") as may be reasonably necessary in order to identify and explain the quantity, scope, and nature of the Environmental Conditions found to exist at the Site. The Environmental Assessments shall contain a detailed analysis of the Environmental Conditions discovered, and the actions ("Remedial Actions") required for the response, removal, cleanup, or remediation of such Environmental Conditions (1) that are required by Environmental Requirements, or (2) that are reasonably necessary to mitigate Environmental Damages.

C. Impact on Master Schedule. The Environmental Contracts shall provide that the Environmental Engineers shall promptly provide Buckeye and the Construction Manager with a copy of each Environmental Assessment, together with any other reports and test results generated pursuant to the Environmental Contracts. The Construction Manager shall, promptly after receipt of the foregoing matters from the Environmental Engineers, prepare and submit to Buckeye a written report setting forth the Construction Manager's understanding of whether and to what extent any recommended Remedial Actions may result in an amendment to the Master Schedule and the progress of the Work.

D. Notice; Permitting. The Environmental Contracts shall require the Environmental Engineers to (1) give notice to Buckeye of the presence of Environmental Conditions, (2) only upon the written consent of Buckeye, give any necessary notice to the Federal government and the State of Arizona or other agencies of the presence of any Environmental Conditions, (3) assist Buckeye in negotiations with Federal and Arizona agencies concerning preparation and approval of a plan for clean-up to the extent required, and (4) obtain all necessary permits to perform any Remedial Actions.

E. Remediation Contractors. If so instructed by Buckeye, based upon the results of the Environmental Assessments, the Construction Manager shall assist Buckeye with obtaining bids from remediation contractors ("Remediation Contractors") suitably qualified and approved by Buckeye to perform the Remedial Actions selected by Buckeye. If Buckeye elects to go forward with all or any portion of the Remedial Actions covered by the bids submitted, Buckeye will so advise the Construction Manager in a written notice on or before the date that is 60 Days

after receipt of the foregoing matters from the Construction Manager. Thereafter, Buckeye shall execute contracts with the selected Remediation Contractors ("Remediation Contracts").

F. Coordination. Unless otherwise instructed, the Construction Manager, as agent for Buckeye, shall be responsible for coordinating the work and services performed by the Remediation Contractors with the Work.

G. Payment for Remediation. Buckeye will make all payments due under the Environmental Contracts and the Remediation Contracts directly to the Environmental Engineers and the Remediation Contractors. Such payments will be based on requisitions, which requisitions shall be approved by the Construction Manager prior to submission to Buckeye. All payments due under the Environmental Contracts, the Remediation Contracts, and for Environmental Damages, shall not be a part of the applicable GMP, and shall be the sole responsibility of Buckeye, except as expressly provided otherwise.

H. Additional Discovery. If, in the course of performance of the Work, the Construction Manager encounters on the Site any Environmental Conditions not previously disclosed and remediated by the Environmental Engineers or the Remediation Contractors, the Construction Manager shall immediately suspend the Work in the area affected and promptly thereafter report the condition to Buckeye.

I. Construction Manager Responsibility. Except as set forth in Subsection 2.1(L) below, it is understood and agreed that with respect to any Environmental Conditions existing on the Site, the Construction Manager is not, and shall not be deemed to be, a generator, arranger, owner, operator, treater, storer, transporter, or disposer of, or otherwise responsible for, any such Environmental Conditions. It is understood and agreed that the Construction Manager shall have no right to direct the means or methods of performance of any Environmental Engineer or Remediation Contractor.

J. Buckeye Indemnity. To the extent that the Construction Manager or the Subcontractors are not in violation of Subsection 2.1(L) below and to the extent sufficient appropriations are made pursuant to Section 14.18 below, Buckeye shall indemnify, defend, and hold harmless the Construction Manager, the Subcontractors, and the directors, officers, agents, and employees of each (the "Construction Manager Indemnitees"), for, from, and against any Environmental Damages asserted against or sustained by such parties as a result of any of the Construction Manager Indemnities being deemed or determined to be a generator, arranger, owner, operator, treater, storer, transporter, or disposer of, or otherwise responsible for, any such Environmental Conditions.

K. Delay for Remedial Actions. Buckeye acknowledges and agrees that the Construction Manager shall not commence or continue any demolition or construction activities on any portion of the Site on or in which Remedial Actions are to be performed until such Remedial Actions are to the point where construction activities will not interfere with such Remedial Actions, as evidenced by appropriate certification by the applicable Environmental Engineer and/or Remediation Contractor, and any required approvals of any applicable government agencies. The Construction Manager agrees to use good faith efforts to adjust and reschedule its

activities at the Site so as to minimize, to the extent reasonably practical, the adverse effect on the progress of the Work resulting from any Remedial Actions.

L. Hazardous Materials Prohibited. The Construction Manager shall not bring Hazardous Materials to the Site, and shall not include Hazardous Materials in any construction materials, unless permitted by Environmental Requirements. The Construction Manager shall comply, and shall cause the Subcontractors to comply, with all Environmental Requirements regarding the generation, handling, storage, treatment, and disposal of Hazardous Materials.

M. Construction Manager Indemnity. The Construction Manager shall indemnify, defend, and hold harmless Buckeye, its agents, representatives, officers, and employees for, from, and against any Environmental Damages asserted against or sustained by such parties as a result of any violation by the Construction Manager or the Subcontractors of any Environmental Requirements arising out of Subsection 2.1(L) above.

2.2 Review of Construction Documents; Design Remedies.

A. Program Evaluation. The Construction Manager will provide to Buckeye a written evaluation of Buckeye's proposed Project and Project budget, with recommendations as to the appropriateness of each, and an analysis as to how each contribute to successfully achieving Buckeye's goal for the Project.

B. Design Document Review. The Construction Manager shall assist Buckeye in reviewing the Construction Documents for clarity, consistency, constructability, and coordination among the various contractors. The Construction Manager's first review of the Construction Documents shall occur at the 30% stage of the design for each component of the Project as designated by Buckeye and shall be ongoing until 100% plans are final and complete for all phases of the Project. If the Construction Manager recognizes that portions of the Construction Documents are (1) in violation of Applicable Law or (2) in any way inadequate to achieve the intended result of the Project, the Construction Manager shall immediately notify Buckeye in writing, describing the apparent violation or inadequacy.

1. The Construction Manager will periodically evaluate the availability of labor, materials/equipment, building systems, cost-sensitive aspects of the design, and other factors that may impact the Cost Model, GMP Proposals, and/or the Master Schedule.

2. The Construction Manager will identify those additional surface and subsurface investigations that are required to provide the necessary information for the Construction Manager to construct the Project. After completion of pre-construction services, the Construction Manager may provide additional investigations to improve the adequacy and completeness of the Site condition information and data made available with the Construction Documents. The Construction Manager will be responsible for the time and cost required to obtain such additional investigations, except as otherwise provided by specific Additional Services.

3. The Construction Manager will meet with the Project team as required to review designs during their development. The Construction Manager will thoroughly familiarize itself with the evolving documents through schematic design, design development, and Construction Documents (detailed design). The Construction Manager will proactively advise the Project team and make recommendations on factors related to construction costs, and concerns pertaining to the feasibility and practicality of any proposed means and methods, selected materials, equipment, and building systems, and, labor and material availability. The Construction Manager will also advise the Project team on proposed Site improvements, excavation, and foundation considerations, as well as, concerns that exist with respect to coordination of the Construction Documents. The Construction Manager will recommend cost-effective alternatives.

C. Constructability and Biddability Reviews. The Construction Manager will conduct constructability and biddability reviews of the Construction Documents. The reviews will attempt to identify all discrepancies and inconsistencies in the Construction Documents, especially those related to clarity, consistency, and coordination of Work of Subcontractors and suppliers. The Construction Manager shall provide Buckeye with a written report containing, at a minimum, (1) a summary of the research and analysis conducted, (2) a detailed description of any constructability issues or challenges, and (3) recommendations for correcting any constructability issues or challenges.

1. Constructability Review. The Construction Manager will evaluate whether (a) the Construction Documents are configured to enable efficient construction, (b) design elements are standardized, (c) construction efficiency is properly considered in the Construction Documents, (d) module/preassembly design are prepared to facilitate fabrication, transport, and installation, (e) the design promotes accessibility of personnel, material, and equipment and facilitates construction under adverse weather conditions, (f) sequences of Work required by or inferable from the Construction Documents are practicable, and (g) the design has taken into consideration efficiency issues concerning access and entrance to the Site, laydown and storage of materials, staging of Site facilities, construction parking, and other similar pertinent issues.

2. Biddability Review. The Construction Manager will check cross-references and complementary Project drawings and sections within the Construction Documents and evaluate whether (a) the plans and Specifications are sufficiently clear and detailed to minimize ambiguity and to reduce scope interpretation discrepancies, (b) named materials and equipment are commercially available and are performing well or otherwise, in similar installations, (c) the design provides as-built data, (d) Specifications include alternatives in the event a requirement cannot be met in the field, and (e) the Project is likely to be subject to Differing Site Conditions considering the data on subsurface conditions, physical conditions of existing surface and subsurface facilities, and physical conditions of underground utilities made available by the design or resulting from conditions inherent to work similar to the Work.

3. Reports. The results of the reviews will be provided to Buckeye in written reports clearly identifying all discovered discrepancies and inconsistencies in the

Project plans and Specifications with notations and recommendations made on the plans, Specifications, and other Construction Documents. If requested by Buckeye, the Construction Manager will meet with Buckeye's Project Manager and Project Designers to discuss any findings and to review reports.

D. Notification of Variance or Deficiency. Construction Manager is responsible for assisting the Project Designers in ascertaining that the Construction Documents are in accordance with Applicable Laws, statutes, ordinances, building codes, rules, and regulations. If the Construction Manager recognizes that portions of the Construction Documents are at variance with Applicable Laws, statutes, ordinances, building codes, rules, and regulations it will promptly notify the Project Designers and Buckeye in writing, describing the apparent variance or deficiency.

E. Value Analysis. The Construction Manager shall make recommendations to Buckeye and the Project Designers with respect to constructability, construction cost, sequence of construction, construction duration, possible means and methods of construction, time for construction, and separation of the Project into contracts for various categories of the Work. Construction Manager shall evaluate all design options to provide value analysis services and cost savings recommendations to Buckeye. The Construction Manager shall consider options most effective in first costs as well as long term operational costs and life cycle costs when evaluating each design option. The Construction Manager shall submit to Buckeye and Project Designers (1) written cost studies, (2) cost-benefit evaluations of each cost study, (3) a formal report to the design team, (4) a final written analysis study document, and (5) a tracking report for the increases or decreases in Project cost due to value engineering or scope changes. Buckeye will decide which alternatives will be incorporated into the Project. The Project Designers will have full responsibility for the incorporation of the alternatives into the Contract Documents. The Construction Manager will include the cost of the alternatives into the Cost Model and any GMP Proposals.

F. Certification. At the completion of its review of the Construction Documents for each phase of the Project, the Construction Manager shall certify, without assuming engineering responsibility therefore, that the Construction Documents are sufficient and complete to build the respective portion of the Project within (1) the time available before the respective Substantial Completion date and (2) the Project budget. The Construction Manager's assistance in reviewing the Project design, Construction Documents, and in making recommendations as provided herein is only for the purpose of providing advice to Buckeye. Nothing in this Subsection shall relieve the Project Designers of their respective responsibility for the Construction Documents.

G. Construction Manager Not Responsible for Design. Notwithstanding the foregoing, the Construction Manager is not responsible for providing, nor does the Construction Manager control, the Project design and contents of the Construction Documents. By assisting with the reviews described herein, the Construction Manager is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of the Project design and Construction Documents.

2.3 Pre-Construction Phase General Services.

A. Personnel; Project Meetings; Project Analysis. The Construction Manager will meet with Buckeye, the Project Designers, and all the other Project stakeholders to fully understand the program, the Construction Documents, and all other aspects of the Project. The Construction Manager shall attend the regularly scheduled meetings with Buckeye and the Project Designers to advise Buckeye on matters of Site use, improvements, selection of materials, building methods, construction details, building systems, equipment, phasing, and sequencing.

1. The Construction Manager will provide pre-construction services, described herein, in a proactive manner and consistent with the intent of the most current Construction Documents. The Construction Manager will promptly notify Buckeye in writing whenever the Construction Manager determines that any Construction Documents are inappropriate for the Project and or cause changes in the scope of Work requiring an adjustment in the Cost Model, Master Schedule, GMP Proposals, and/or in the Contract Time for the Work, to the extent such are established.

2. The Construction Manager, when requested by Buckeye or at its own initiative, if sanctioned by Buckeye, will attend, make presentations, and participate as may be appropriate in public agency and/or community meetings, germane to the Project. The Construction Manager will assist the Project Designers in the preparation of drawings, schedule diagrams, budget charts, and other materials describing the Project, when their use is required or appropriate in any such public agency meetings.

B. Construction Management Plan.

1. Preparing Plan. The Construction Manager will prepare a construction management plan (the "Construction Management Plan") that will detail, but not necessarily be limited to, the Construction Manager's determinations concerning (a) Project milestone dates and the Master Schedule, including the broad sequencing of the design and construction of the Project; (b) investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities and underground utilities; (c) alternate strategies for fast-tracking and/or phasing the construction; (d) separate bidding documents/packages and strategies for the early procurement of long-lead equipment and/or materials; (e) the number of separate subcontracts to be awarded to Subcontractors and suppliers for the Project construction; (f) permitting strategy; (g) safety and training programs; (h) construction quality control; (i) the Project Cost Model and basis of the model; (j) a matrix summarizing each Project team member's responsibilities and roles related to the Services; and (k) construction security. If Buckeye has retained a "Project Manager" for this Project, the Construction Management Plan shall be coordinated with the Project Management Plan and Design Phase Milestone Schedule prepared by the Project Manager.

2. Maintaining Plan. The Construction Manager shall keep the Construction Management Plan current throughout the pre-construction services phase so that the Construction Management Plan is ready for implementation at the start of the

construction phase. The update/revisions will take into account (a) revisions in Construction Documents; (b) the Construction Manager's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities, and documents depicting underground utilities placement and physical condition, whether obtained by Buckeye, Project Designers, or the Construction Manager; (c) unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and rights-of-way; (d) the fast-tracking (if any) of the construction, or other chosen construction delivery methods; (e) the requisite number of separate bidding documents to be advertised; (f) the status of the procurement of long-lead time equipment and/or materials; and (g) funding issues identified by Buckeye.

C. Schedule Development. In accordance with the Construction Management Plan, the Construction Manager shall prepare a master schedule for the Project (the "Master Schedule"). In preparing the Master Schedule, the Construction Manager shall establish (1) detailed Critical Path Method ("CPM") resource-loaded schedules for the pre-construction/design phase and the construction phase of the Project with concurrence of Buckeye and the Project Designers, and (2) monitor the Project schedules during the pre-construction phase and ensure that the Master Schedule is updated as necessary and advise Buckeye of any schedule deficiencies.

1. Each Project team member is responsible for its compliance with the Master Schedule requirements. The Construction Manager will update and maintain the Master Schedule on behalf of and to be used by the Project team based on input from other team members. The Master Schedule will be consistent with the most recent revised/updated Construction Management Plan. The Master Schedule will be presented in graphical and tabular reports as agreed upon by the Project team. The Master Schedule will include all tasks and deliverables required by each member of the Project team to identify long lead items, real property transactions, utility relocation activity, permitting requirements, etc. If Project phasing as described below is required, the Master Schedule will indicate milestone dates for the phases. The Master Schedule's activities will directly correlate with the Schedule of Values (as defined in Subsection 2.3(D)(4) below). The Master Schedule shall include resource loading for manpower and cash flow. The manpower loading shall include the daily manpower required to complete the task as shown on the Master Schedule.

2. The Construction Manager will include and integrate in the Master Schedule the services and activities required of Buckeye's Project Manager, Project Designers, and Construction Manager, including all construction phase activities. The Master Schedule will detail activities to the extent required to show (a) the coordination between schematic design, design development, and Construction Documents (detailed design), (b) separate long-lead procurements, (c) permitting issues, (d) land and right-of-way acquisition, if any, (e) bid packaging strategy and awards to Subcontractors and suppliers, (f) major stages of construction, (g) start-up, and (h) occupancy of the completed Work by Buckeye. The Master Schedule will include, by example and not limitation, proposed activity sequences and durations for design, procurement, construction, and testing activities, milestone dates for actions and decisions by the Project team, preparation

and processing of Shop Drawings and samples, delivery of materials or equipment requiring long-lead time procurement, milestone dates for various construction phases, total Float for all activities, relationships between the activities, Buckeye's occupancy requirements showing portions of the Project having occupancy priority, and proposed dates for Substantial Completion and when the Work would be ready for final acceptance.

3. The Master Schedule will be updated and maintained by the Construction Manager with assistance from the Project team throughout the pre-construction services phase such that it will not require major changes at the start of the construction phase to incorporate the Construction Manager's plan for the performance of the construction phase Work. The Construction Manager will provide updates and/or revisions to the Master Schedule for use by the Project team, whenever required, but no less often than monthly; provided, however, that no such changes shall alter the date of Substantial Completion without Buckeye's prior, written approval. The Construction Manager will include with such submittals a narrative describing its analysis of the progress achieved versus that planned, any concerns regarding delays or potential delays, and any recommendations regarding mitigating actions.

4. Prior to transmitting Contract Documents to Subcontractors, the Construction Manager shall prepare a pre-proposal construction schedule for each part of the Project and make the schedule available to the Subcontractors. The Construction Manager shall provide a copy of the Master Schedule to the Subcontractors. As part of the notice of award by the Construction Manager to each Subcontractor, the Construction Manager shall inform each Subcontractor of the requirements for the preparation of the Master Schedule. Each Subcontractor shall prepare its own Subcontractor construction schedule in accordance with the requirements of the Contract Documents.

D. Cost Models; Cost Estimates and Schedule of Values. The Construction Manager shall provide Buckeye and its Project Manager (if any) with detailed cost information for all aspects of the Project. Each cost model will contain a detailed estimate of the direct cost (including materials, labor, and equipment) pertaining to each aspect of the Project along with the cost of the contract bonds, the cost of the Project's required insurance, the cost of all applicable taxes, the Construction Manager's general conditions, the Construction Manager's fee, and the amount of the Construction Manager's Contingency and shall be consistent with such requirements as determined by Buckeye or the Project Designers. The individual aspect cost models shall be collectively referred to as the "Cost Model."

1. As soon as practical during the schematic design phase, the Construction Manager will review all available information regarding the design and scope of the Project, and based on the Construction Manager's experience in performing similar work, develop a Cost Model for review and approval by Buckeye and its Project Manager (if any). Once approved by Buckeye, the Cost Model will be continually updated and kept current as the design progresses throughout the pre-construction phase until a final GMP for the entire Project is established. The Cost Model will be the Construction Manager's best representation of the complete functional Project's construction costs. The Construction Manager will communicate to the Project team any assumptions made in

preparing the Cost Model. The Cost Model will support the Construction Manager's construction cost estimates and may be broken down initially as dictated by the available information. The Cost Model will also include allowances as agreed to by the Project team, including but not limited to (a) allowances for potential additional quantities and/or additional Work that Buckeye may require, and (b) any costs related to investigations described in Subsection 2.1.

2. After receipt of the Project Designers' most current documents from certain specified design milestones, the Construction Manager will provide a detailed written report to the Project team regarding the impact of and changes to the Cost Model based on the Construction Manager's review of Construction Documents made available at the specified design milestone. Buckeye's Project Manager, Project Designers, and the Construction Manager will reconcile any disagreements on the estimate to arrive at an agreed-upon estimate for the construction costs based on the scope of the Project through that specified design milestone. The design milestones applicable to this paragraph are schematic design document completion, design development document completion, and detailed design completion at 30%, 60%, 95%, and 100%. If no consensus is reached, Buckeye will make the final determination. If the Project team requires additional updates of the Cost Model beyond that specified in this Subsection, the Construction Manager will provide the requested information in a timely manner.

3. If, at any point, the estimate submitted to Buckeye exceeds previously-accepted estimates or other key aspects of the Cost Model or Buckeye's Project budget, the Construction Manager will make appropriate recommendations to Buckeye's Project Manager and Project Designers on means/methods, materials, and/or other design elements that it believes will reduce the estimated construction costs (without altering Buckeye's basic program), such that it is equal to or less than the established Project budget.

4. Near completion of the 60% detailed design review and included with the associated report, the Construction Manager will also submit to Buckeye for review and approval a "Schedule of Values" which complies with the following requirements. The Schedule of Values will highlight significant variances from any previously submitted preliminary Schedule of Values. The Schedule of Values will be directly related to the breakdowns reflected in the Construction Management Plan and the Construction Manager's Cost Model. In addition, the Schedule of Values will (a) detail unit prices and quantity take-offs, (b) segregate Work covered by any changes to construction phase Work already in progress, (c) reconcile used and remaining Construction Manager's Contingency (as defined in Subsection 3.3(D)(1) below) allowance, (d) detail all other allowances and unit price Work shown and specified in the detailed Construction Documents, and (e) material and equipment costs, labor costs, General Conditions costs, hourly labor rates, payment for pre-construction services, and total cost. Labor costs in the Schedule of Values will include employee benefits, payroll taxes, and other payroll burdens. The total cost for any portion of the Work to be performed by Subcontractors will include Subcontractor overhead and profit.

5. The Construction Manager will submit to Buckeye a final Schedule of Values based on the 100% detailed design set of Construction Documents for the entire Project or any portion thereof, which final Schedule of Values will also be included in any proposed GMP(s).

6. Upon request by Buckeye, the Construction Manager will submit to Buckeye a cash flow projection for the Project based on the current updated/revised Master Schedule and the anticipated level of payments for the Construction Manager during the pre-construction and construction phases. In addition, if requested by Buckeye and based on information provided by Buckeye, the Construction Manager will prepare a cash flow projection for the entire Project based on historical records for similar types of projects to assist Buckeye in the financing process.

E. Traffic Control/Sequencing Plans. The Construction Manager shall provide Buckeye with (1) a detailed traffic control plan, in accordance with Subsection 4.5(R) below, and (2) construction sequencing plans. Upon approval by Buckeye, the traffic control plan and the construction sequencing plan shall be attached hereto as Exhibit G and incorporated herein by reference.

F. Phasing; Long Lead Procurement. The Construction Manager shall review the Construction Documents and make recommendations to Buckeye with respect to the phase issuance of the Construction Documents to facilitate phased construction of the Work, if appropriate. The Construction Manager will take into consideration such factors as natural and practical lines of work severability, sequencing effectiveness, access and availability constraints, total time for completion, construction market conditions, labor and materials availability, and any other factors pertinent to saving time and cost. The Construction Manager may also recommend to Buckeye and to the Project Designers a list and a schedule for purchasing items necessary for the Project which may require substantial lead time for procurement (the "Long Lead Items"), which may be separately procured by Buckeye or included as a separate GMP in this Agreement, at the discretion of Buckeye. The Construction Manager shall make such adjustments to the Master Schedule as necessary to accommodate the procurement process for the Long Lead Items. Upon purchase, the Construction Manager shall safeguard the Long Lead Items until installed as part of the Project.

G. Other Deliverables; Pre-Construction Progress Payments. The Construction Manager shall provide Buckeye with written plans for the pre-qualification of Subcontractors (according to the Subcontractor Selection Program), subcontract bid packages, project safety, quality control, owner training, and commissioning. The Construction Manager will prepare and submit monthly pay applications to Buckeye for work performed during the specific payment period for the pre-construction phase of the Project.

ARTICLE 3
GUARANTEED MAXIMUM PRICE PROPOSAL

3.1 GMP Submittal Process. At the stage of the pre-construction phase services as determined by Buckeye, the Construction Manager shall, if requested by Buckeye, submit a GMP Proposal, which shall be the sum of the estimated Cost of the Work relating to completion of the Scope for the Project and the Construction Fee relating to the Project based upon the most current version of the Cost Model. Each GMP Proposal shall include, in the Cost of the Work, those taxes that are applicable at the time the GMP is established. Each GMP is the total cost of the applicable portion of the Project including the cost of labor, equipment, supplies, materials, services, and allowances to complete the applicable portion of the Project. The cost data is directly correlated to the specific Construction Documents in existence at the time each GMP Proposal is prepared. The assumptions used in the preparation of the GMP Proposal shall be identified by the Construction Manager as part of the GMP Proposal. In submitting this proposal, the Construction Manager represents that:

A. Document Review. The Construction Manager has examined and carefully studied the Contract Documents for the construction phase, including all addenda.

B. Site Visit. The Construction Manager has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, performance, and furnishing of the Work.

C. Laws and Regulations. The Construction Manager is familiar with and is satisfied as to all Applicable Laws that may affect cost, progress, performance, and furnishing of the Work, including, but not limited to, ARIZ. REV. STAT. § 42-5075(P), which applies to the Project contemplated within this Agreement.

D. Reports; Subsurface Conditions. The Construction Manager has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site which have been identified in the Contract Documents for the construction phase. Construction Manager acknowledges that such new reports may not be complete for Construction Manager's purposes. The Construction Manager acknowledges that Buckeye and Project Designers do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents for the construction phase with respect to underground facilities at or contiguous to the Site. The Construction Manager has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise which may affect cost, progress, performance, or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by the Construction Manager and safety precautions and programs incident thereto. The Construction Manager does not consider that any additional examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this GMP Proposal for

performance and furnishing of the Work in accordance with the times, price, and other terms and conditions of the Contract Documents for the construction phase.

E. Work by Others. The Construction Manager is aware of the general nature of Work to be performed by Buckeye and others at the Site that relates to the Work for which the GMP Proposal is submitted as indicated in the Contract Documents for the construction phase.

F. Conditions and Plans Correlated. The Construction Manager has correlated the information known to Construction Manager, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents for the construction phase, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents for the construction phase.

G. Inconsistencies Resolved. The Construction Manager has given Project Designers written notice of all conflicts, errors, ambiguities, or discrepancies that the Construction Manager has discovered in the Contract Documents for the construction phase, and the written resolution thereof by Project Designers is acceptable to the Construction Manager, and the Contract Documents for the construction phase are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which the GMP Proposal is submitted.

H. No Improper Actions. The proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; Construction Manager has not directly or indirectly induced or solicited any person, firm, or corporation to refrain from proposing; and the Construction Manager has not sought collusion to obtain for itself any advantage over any other contractor or over Buckeye.

3.2 Acknowledged Construction Documents. The Construction Manager, in preparing any GMP Proposal, will obtain from the Project Designers three sets of signed, sealed, and dated Construction Documents (including all addenda). The Construction Manager will prepare its GMP Proposal in accordance with Buckeye's requirements and the most-current completed Construction Documents at that time. The Construction Manager will mark the face of each document of each set upon which its GMP Proposal is based. The Construction Manager will send one set of those documents to Buckeye's Project Manager, keep one set, and return the third set to the Project Designers.

3.3 Direct Construction Costs. Direct Construction Costs means the sum of the amounts that the Construction Manager actually and necessarily incurs constructing the Work in strict compliance with the Contract Documents. Direct Construction Costs include only the cost categories set forth in this Article and does not include the Pre-Construction Phase Fees or the Construction Phase Fees unless specifically noted.

A. General Conditions Costs. Construction Manager is entitled to receive reimbursement for the actual cost of the allowable General Conditions items incurred between issuance of the applicable Notice to Proceed and 30 days after the date scheduled for Substantial

Completion. Construction Manager is entitled to reimbursement for General Conditions Costs incurred before receipt of the Notice to Proceed, or after Substantial Completion, only with prior written approval of Buckeye. "Allowable General Conditions Cost Line Items" are identified below and in Exhibit H, attached hereto and incorporated herein by reference. These items shall be included in the General Conditions Cost amount shown as a line item in the applicable GMP Proposal and as detailed on the Schedule of Values. Items not specifically included below or in Exhibit H will not be allowed as a General Condition Costs.

1. Personnel costs, which include wages paid for the Construction Manager's hourly employees and salaries of the Construction Manager's salaried personnel when (a) stationed at the field office located at the Site and working on matters directly related to the Project, in whatever capacity employed; (b) engaged on the road expediting the production or transportation of material and equipment; and (c) performing functions directly related to the Work from the principal or branch office. The project manager's salary may be included in the General Conditions Costs only when the project manager is directly managing the Project. Personnel costs also include the cost of all employee benefits and taxes including but not limited to, unemployment compensation, Social Security, health, welfare, retirement, and other fringe benefits as required by law, labor agreements, or paid under the Construction Manager's standard personnel policy. All personnel costs are subject to audit to determine the actual cost of the wages, salaries, and allowable employer contributions incurred by the Construction Manager for services performed for the Project.

2. Reasonable transportation, travel, and hotel expenses of the Construction Manager's personnel incurred in connection with the Work.

3. Costs of long-distance telephone calls, telegrams, postage, package delivery, and courier service, hardwired telephone service, and reasonable expenses of Construction Manager's jobsite office if incurred at the Site and directly and solely in support of the Work.

4. Costs of materials, supplies, temporary facilities, equipment, and hand tools (except those customarily owned by construction workers) supplied to the Site by the Construction Manager, if such items are fully consumed in the construction of the Work and are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit H. Cost for used items shall be based on fair market value and may include transportation, installation, and minor maintenance costs, and removal costs. If an item is not fully consumed in the construction of the Work, its recoverable cost under this Contract shall be based on the original cost of the item less its fair market salvage value.

5. Rental charges for temporary facilities, equipment, and hand tools (except those customarily owned by construction workers), supplied to the Site by Construction Manager, provided they are included in the list of Allowable General Conditions Cost Line Items set forth in Exhibit H and Buckeye has approved the rentals and the rental rates in advance and in writing. Rental rates may include transportation, installation, and minor maintenance costs, and removal costs. For tools, machinery, or

construction equipment rented directly from the Construction Manager, the rental rate, including freight and delivery costs and all operating expenses except labor, shall be approved in advance by Buckeye and shall be in accordance with either the "Rental Rate Blue Book for Construction Mobilization Costs" published by Primedia, latest edition, or the most recent rates provided by Equipmentwatch.com, but no higher than the prevailing competitive rates for rental of similar equipment in the Project vicinity.

6. The aggregate rental cost of any item charged to Buckeye shall not exceed 75% of the purchase price and maintenance cost of the item. If the anticipated aggregate rental cost for an item of equipment exceeds 75% of the purchase and maintenance price, the Construction Manager shall purchase the equipment and turn it over to Buckeye upon final completion of the Work or, at Buckeye's option, credit Buckeye with the fair market resale value of the item.

7. Permit and inspection fees paid by the Construction Manager where Buckeye is exempt will not be reimbursed by Buckeye.

8. Cost of premiums for normal and customary Construction Manager's Subcontractor default insurance at the rate of 1% of the cost of subcontracts and Subcontractor's liability, Workers' Compensation, and builders risk insurance as required pursuant to Article 10 below, which shall be identified as separate line items within the applicable GMP. If the Construction Manager intends to utilize Subcontractor Liability Wrap-up Coverage (Z-25), it will be reimbursed at the rate of 1% of the Subcontract amount, and credited from the Subcontractor bids. Commercial General Liability Insurance shall be reimbursed at the rate of 1% of the applicable GMP amount; Builders Risk Insurance shall be reimbursed at the rate of 1% of the applicable GMP amount; Performance and Payment Bonds shall be reimbursed at 1.2% of the applicable GMP amount. All amounts shall be identified as separate line items within the applicable GMP.

9. Cost of bond premiums to the extent directly attributable to the Project.

10. Governmental transaction privilege sales and use taxes directly attributable to the General Conditions Items that are not subject to exemption, in the form and at the rates legally enacted on the date of the first GMP, whether such taxes are effective or scheduled to go into effect. Such taxes paid on materials or services that were entitled to tax exemption will not be reimbursed by Buckeye as Direct Construction Costs.

B. Cost of the Work. The Construction Manager is entitled to receive payment for the actual cost of the allowable Cost of the Work items incurred after receipt of Buckeye's written Notice to Proceed with the Construction Phase Work through Final Completion of the Project. Construction Manager is not entitled to reimbursement for Cost of the Work costs incurred before receipt of Buckeye's written Notice to Proceed. Cost of the Work includes the following:

1. Costs of materials, supplies, and equipment purchased directly by the Construction Manager and incorporated into or consumed in the performance of the

Work, including transportation charges, to the extent such costs of materials, supplies, and equipment are not included in the General Conditions Costs.

2. Costs of removal and disposal in accordance with all Applicable Laws and regulations of Site debris, non-hazardous substances, and waste materials, if not otherwise included in General Conditions.

3. Payments made by the Construction Manager to Subcontractors and their vendors or suppliers for the subcontract work in accordance with the Construction Documents and the requirements of the subcontracts with the Subcontractors, vendors, or suppliers.

4. Payments earned by the Construction Manager for self-performed subcontract work, other than General Conditions work, in accordance with the Construction Documents and the terms of this Contract and approved by Buckeye.

5. Fees and expenses for design services procured by the Construction Manager related to necessary modifications to the Construction Documents.

6. Intellectual property royalties and licenses for items specifically required by the Construction Documents which are, or will be, incorporated into the Work.

7. All costs associated with establishing, equipping, operating, maintaining, and demobilizing the field office at the Site.

8. All water, power, and fuel costs necessary for the Work.

9. Costs incurred due to an emergency affecting the safety of persons and/or property, excluding such costs related to the negligence or willful acts of the Construction Manager or any person or entity for whom the Construction Manager is responsible.

10. All costs directly incurred in the performance of the Work or in connection with the Project, and not included in the Contract Price as set forth in Article 7 below, which are reasonably inferable from the Contract Documents as necessary to produce the intended results, subject to the maximum price limitation established by the respective GMP.

11. Costs related to the Construction Manager's safety program related to the Project.

C. Exclusions from General Conditions Costs and Cost of the Work. The General Conditions Costs and Cost of the Work shall not include the following:

1. Any professional fees paid by Buckeye to the Project Designers or other consultants retained directly by Buckeye.

2. Any costs paid directly by Buckeye to Subcontractors or suppliers retained directly by Buckeye and outside the scope of all GMPs.

3. Any additional service costs as defined herein.

4. Any other costs not within the control of the Construction Manager or identified as being not within any GMP.

5. Any fees paid to the Construction Manager except those fees that may be paid to the Construction Manager for Pre-construction Phase Services above.

D. Construction Manager's Contingency.

1. The GMP Proposal may include an amount (the "Construction Manager's Contingency") to be used to fund increases in the Direct Construction Costs of the Project identified through the refinement, development, and completion of the Construction Documents or procurement of the Work. The Construction Manager's Contingency shall be negotiated between the Parties and it shall reflect the risk inherent in the state of completion of the Construction Documents at the time the GMP Proposal is submitted.

2. Any re-allocation of funds from the Construction Manager's Contingency to cover increases in the Direct Construction Costs must be approved by Buckeye in advance and in writing, which approval shall not to be unreasonably withheld. In written requests to use the Construction Manager's Contingency, the Construction Manager shall provide detailed documentation of the scope of work affected and the basis for any increases in costs resulting in the need to use Construction Manager's Contingency funds.

3. As the Construction Documents are finalized and the buyout of the Work progresses, the Construction Manager's Contingency amount shall be reduced by mutual agreement of Buckeye and the Construction Manager. The buyout shall occur within the first 20% of the construction duration for each Notice to Proceed issued for construction. Should savings occur after the buyout stage, such savings, and related reductions to the Construction Manager's Contingency amount, will be retained by Buckeye.

E. Calculation Methods; Audits.

1. Buckeye and the Construction Manager understand and agree that any GMP agreed to under this Project will be administered as a measured quantity/unit price guaranteed not-to-exceed contract. This not-to-exceed amount is defined by the individual work items and their associated competitively bid and/or negotiated unit prices plus negotiated on-site general conditions, fee structures, markups, and the Construction Manager's Contingency. Final contract price/payout will be based on field measured final

completed quantities, approved unit prices, and approved Minor Adjustments and Change Orders. Furthermore, the term "actual cost" is defined as the final negotiated unit prices (costs) mutually agreed to by Buckeye and the Construction Manager. Buckeye and the Construction Manager understand and agree that individually priced, "self-performed" items may include the cost associated with the risk of delivering the work.

2. Buckeye and the Construction Manager understand and agree that Buckeye, its authorized representatives, and/or the appropriate federal or state agencies may audit the Construction Manager's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate any GMP, and including, but not limited to, self-performed items, qualifications-only selected Subcontractor items, Change Orders, use of allowance funds, and use of Construction Manager's Contingency funds. Buckeye and its authorized representatives shall have access, during normal working hours, to all necessary Construction Manager and Subcontractor facilities, and shall be provided adequate and appropriate workspace, to conduct audits in compliance with the provisions of this Subsection. Buckeye shall give the Construction Manager or Subcontractor reasonable advance notice of intended audits.

F. Discounts. All discounts for prompt payment shall accrue to Buckeye to the extent such payments are made directly by Buckeye. To the extent payments are made with funds of the Construction Manager, all cash discounts shall accrue to the Construction Manager. All trade discounts, rebates, and refunds, and all returns from sale of surplus materials and equipment, shall be credited to the Cost of the Work.

3.4 Construction Fee. The "Construction Fee" is the maximum amount payable to the Construction Manager for any cost or profit expectation incurred in the performance of the Work that is not specifically identified as being eligible for reimbursement by Buckeye elsewhere in this Agreement. The Construction Fee includes, but is not limited to, the following items:

A. Profit. All profit, profit expectations, and costs associated with profit sharing plans such as personnel bonuses, incentives, and rewards; company stock options; or any other like expenses of the Construction Manager, which shall not exceed 10% of the total applicable GMP amount, excluding Construction Manager's Contingency.

B. Salaries. Salaries of the Construction Manager's officers, project manager(s), estimators, schedulers, and all other employees not stationed at the Project site and performing services directly related to the Project.

C. Overhead. Any and all overhead, labor, or general expenses of any kind unless specifically allowed under General Conditions. These costs include, but are not limited to: costs for the purchase, lease, rental, allowance, or maintenance of vehicles, radios/communication equipment, jobsite computers, copiers, and other business equipment, specialized telephone systems, and cellular/digital phones; home office operations and support staff (i.e. accounting, purchasing); trade or professional association dues; costs for hiring and/or relocation of any of the Construction Manager's personnel; and travel, per diem, and subsistence expense of the Construction Manager, its officers, or employees except as specifically allowed under General

Conditions, which shall not exceed 5.0% of the total applicable GMP amount, excluding Construction Manager's Contingency.

D. Financial Costs. Any financial costs incurred by the Construction Manager including the cost of capital or interest on capital, regardless of whether it is related to the Project, and costs associated with construction warranty reserves.

E. Professional Fees. Any legal, accounting, professional, or other similar costs incurred by the Construction Manager, including costs incurred in connection with the prosecution or defense any dispute, mediation, arbitration, litigation, or other such proceeding related to or arising from the Project.

F. Taxes. Any Federal and/or State income and franchise taxes paid by the Construction Manager. Any levies, assessments, fines, penalties, sanctions, or other impositions made by any governmental body against the Construction Manager.

G. Damages and Related Costs. Any cost arising out of a breach of this Agreement or the fault, failure, or negligence of the Construction Manager, its Subcontractors, or any person or entity for whom they may be liable. These costs include, without limitation: costs to remedy defective, rejected, or nonconforming work, materials, or equipment; costs due to failure to coordinate the Work or meet CPM schedule milestones; costs arising from the Construction Manager's contractual indemnification obligations; liquidated or actual damages imposed by Buckeye for failure to complete the Work within the Contract Time; costs due to the bankruptcy or insolvency of any Subcontractor; and damage or losses to persons or property.

H. Insurance Deductibles. The cost of any and all insurance deductibles payable by the Construction Manager and costs due to the failure of the Construction Manager or any Subcontractor to procure and maintain insurance as and to the extent required by the Contract Documents.

I. Costs in Excess of GMP. Any and all costs that would cause the Guaranteed Maximum Price to be exceeded.

J. Other Unidentified Costs. Any and all costs not specifically identified as an element of the Direct Construction Costs.

3.5 Competitive Bidding and Sub-Bids.

A. Subcontractor Selection. The Construction Manager will develop Subcontractor interest, submit the names of a minimum of three qualified Subcontractors for each trade in the Project for approval by Buckeye, and solicit bids for the various Work categories. If there are not three qualified Subcontractors available for a specific trade, the Construction Manager will request approval by Buckeye's Project Manager to submit less than three names. No change in Buckeye approved Subcontractors will be allowed without prior, written approval by Buckeye.

B. Buckeye Objections. If, prior to receipt of sub-bids or prior to award of Subcontractors or suppliers, Buckeye objects to any nominated Subcontractor or supplier or to any self-performed Work for good reason, the Construction Manager will nominate a substitute Subcontractor or supplier, preferably if such option is still available, from those who submitted sub-bids for the Work affected. Once such substitute Subcontractors and suppliers are consented to by Buckeye, the Construction Manager's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

C. Documents; Pre-bid Conference. The Construction Manager will distribute Construction Documents, and when appropriate, conduct a pre-bid conference with prospective Subcontractors.

D. Subcontractor Bid Submittal. The Construction Manager, at the required time, will close the bidding and collect all sub-bids received within the prescribed deadline for receipt of sub-bids. Promptly, after the closing of sub-bids, the Construction Manager will (in the presence of Buckeye's Project Manager and Project Designers) open and read all properly and timely submitted sub-bids. The Construction Manager will submit a completed Sub-Bid tabulation form to Buckeye's Project Manager within a reasonable time after the closing of the sub-bid opening proceedings.

E. Subcontractor Bid Evaluation. The Construction Manager, upon opening of sub-bids will evaluate them including, but not limited to, the evaluation of lower tier Subcontractors, Subcontractor qualification submittals, and prospective suppliers selected by each apparent low sub-bidder. The Construction Manager will resolve any sub-bid withdrawal, protest, or disqualification in connection with the award at no increase in the Cost of the Work.

F. Notice of Intent for Subcontracts. Within 15 Days after sub-bid opening, the Construction Manager will deliver to Buckeye's Project Manager a written notice of intent to award subcontracts, itemizing the Subcontractors and suppliers selected by the Construction Manager. The notice of intent to award subcontracts will detail (1) for each Subcontract the amount of the sub-bid and the corresponding Subcontractor or supplier, (2) the sum of sub-bids received for all intended Subcontracts, and (3) trade work that the Construction Manager intends to self-perform, if any.

G. Pre-award Conference. Promptly after receipt of the notice of intent to award subcontracts, Buckeye will conduct a pre-award conference with the Construction Manager and other Project team members. At the pre-award conference, the Construction Manager will (1) review the nominated slate of Subcontractors and suppliers and discuss any concerns with or objections that Buckeye has to any nominated Subcontractor or supplier; (2) discuss any concerns Buckeye has to any proposed self-performed Work; (3) review the Construction Manager's proposed Contract Price for the Work during the construction phase; (4) resolve possible time frames for the commencement date of the Contract Time for the construction phase Work; (5) schedule the pre-construction conference; and (6) discuss other matters as necessary.

3.6 Submittal Requirements. The Construction Manager shall include with each GMP Proposal a written statement of its basis, which shall include:

A. Detailed Scope. A detailed scope of services related to the respective GMP Proposal, including a breakdown of the GMP as it relates to the applicable part of the overall Scope.

B. Documents. A list of the Construction Documents, including all addenda that were used in preparation of the respective GMP Proposal.

C. Allowances. A list of allowances and a statement of their basis.

D. Assumptions. A list of the assumptions and clarifications made by the Construction Manager in the preparation of the respective GMP Proposal to supplement the information contained in the Construction Documents.

E. Substantial Completion. The Substantial Completion date, if applicable, upon which the respective GMP Proposal is based and the Master Schedule for the Work upon which the respective Substantial Completion date is based, including a clear statement of the number of rain delay days included within the Master Schedule.

F. Alternate Prices. A schedule of applicable alternate prices.

G. Unit Prices. A schedule of applicable unit prices.

H. Additional Services. A statement of Additional Services included, if any.

I. Acceptance Period. The time limit for acceptance of the GMP Proposal.

3.7 GMP Proposal Review. The Construction Manager shall meet with Buckeye and the Project Designers to review each GMP Proposal. In the event that Buckeye discovers any inconsistencies or inaccuracies in the information presented, Buckeye shall give written notice to the Construction Manager, who shall make appropriate adjustments to the GMP, its basis or both.

A. Independent Estimate. Upon receipt of any GMP Proposal from the Construction Manager, Buckeye may submit the same documents that were used by Construction Manager in developing its GMP to an independent third party or to the Project Designers for review and verification. The third party or Project Designers will develop an independent estimate of the Cost of the Work and review the Master Schedule for the associated scope of the GMP Proposals.

B. GMP Exceeding Independent Estimate. If the Construction Manager's GMP Proposal is greater than the independent third party or Project Designers' estimate, Buckeye may require the Construction Manager to reconfirm its GMP Proposal. The Construction Manager will accept the independent third party's or Project Designer's estimate for the Cost of the Work as part of its GMP or present a written request, within seven Days of receiving the estimates, to Buckeye identifying, explaining, and substantiating the differences. The Construction Manager may be requested to, or at its own discretion may submit a revised GMP Proposal for consideration by Buckeye. At that time Buckeye may do one of the following:

1. Accept the Construction Manager's original or revised GMP Proposal, if within Buckeye's budget, without comment.

2. Accept the Construction Manager's original or revised GMP Proposal that exceeds Buckeye's budget, and indicate in writing to the Construction Manager that the Project budget has been increased to fund the differences.

3. Reject the Construction Manager's original or revised GMP Proposal because it exceeds either or both Buckeye's budget and the independent third party's or Project Designers' estimate, in which event, Buckeye may terminate this Agreement.

C. Design Changes During Negotiation. If, during the review and negotiation of GMP Proposals, design changes are required, Buckeye will authorize and cause the Project Designers to revise the Construction Documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP Proposal. Such revised Construction Documents will be furnished to the Construction Manager. The Construction Manager will promptly notify the Project Designers and Buckeye's Project Manager if any such revised Construction Documents are inconsistent with the agreed-upon assumptions and clarifications.

3.8 No Prior Costs. Prior to Buckeye's acceptance of a GMP Proposal, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work related to such GMP Proposal, except as provided in this Agreement or as Buckeye may specifically authorize in writing.

3.9 Acceptance; Effect. Upon acceptance by Buckeye of each GMP Proposal, the GMP contained therein and its basis shall be set forth in the applicable GMP Amendment. Once established, the GMP and the corresponding Substantial Completion date shall be subject to modification only as provided in Articles 6 and 8 below. Buckeye's approval of the GMP Amendment will include the amount of Buckeye's Contingency. The amount of Buckeye's Contingency will be set solely by Buckeye and will be in addition to the Project costs included in the Construction Manager's GMP Proposals. Use and management of Buckeye's Contingency is at Buckeye's sole direction.

3.10 GMP Effective Date. Each GMP Proposal shall not become a part of this Agreement until Buckeye accepts such GMP Proposal in writing by executing the applicable GMP Amendment, on or before the date specified in each such GMP Proposal for such acceptance.

3.11 Failure to Agree Upon GMP. If Buckeye and the Construction Manager do not agree to any provisions of the GMP Proposal, including the designated Default Neutral Arbitrator, all references in this Agreement to the GMP shall not be applicable, and the Parties shall proceed on the basis of reimbursement as provided in Article 7 below.

ARTICLE 4

CONSTRUCTION SERVICES

4.1 Control of Construction. After the date any Amendment to this Agreement is executed by Buckeye and the Construction Manager approving a GMP Proposal, the Construction Manager shall become responsible for the means, methods, sequences, and procedures used in the construction of the portion of the Project related to such GMP Proposal and shall proceed with the Construction Manager's Construction Services related to the GMP Proposal under this Agreement.

4.2 Completeness and Accuracy of Construction Manager Work. The Construction Manager will be responsible for the completeness and accuracy of its reviews, reports, supporting data, and other pre-construction deliverables prepared or compiled pursuant to its obligations under this Agreement and will at its sole expense correct its work or deliverables. The fact that Buckeye has accepted or approved the Construction Manager's work or deliverables will in no way relieve the Construction Manager of any of its responsibilities under this Agreement, nor does this requirement to correct the work or deliverable constitute a waiver of any claims or damages otherwise available by law or contract to Buckeye.

4.3 Alteration in Character of Work. In the event an alteration or modification in the character of work or deliverable materially increases or decreases the scope of service, cost of performance, or Master Schedule as determined by Buckeye, the Work or deliverable will nonetheless be performed as directed by Buckeye. However, before any altered or modified work begins, a Minor Adjustment or Change Order must be approved and executed by Buckeye and the Construction Manager to address such change. Such Minor Adjustment or Change Order will not be effective until approved by Buckeye. Additions to, modifications to, or deletions from the Project provided herein may be made, and the compensation to be paid to the Construction Manager may be adjusted accordingly, only by mutual agreement of the Parties. No claim for extra work done or materials furnished by the Construction Manager will be allowed by Buckeye except as provided herein, nor will the Construction Manager do any work or furnish any material(s) not covered by this Agreement unless such work or material is first authorized in writing by Buckeye. Work or material(s) furnished by the Construction Manager without such prior written authorization will be the Construction Manager's sole jeopardy, cost, and expense, and the Construction Manager hereby agrees that, without prior written authorization, no claim for compensation for such work or materials furnished will be made.

4.4 Construction Phase General Services. The Construction Manager shall furnish any and all labor, materials, equipment, transportation, utilities, services, and facilities required to perform all Work for the construction of the Project, and to completely and totally construct the same and install the material therein for Buckeye. All Work will be performed in a good and workmanlike and substantial manner according to the standards set forth in Subsection 1.6(A) above. The Work shall be to the satisfaction of Buckeye and strictly pursuant to and in conformity with the Project's Contract Documents, as modified and agreed to by Buckeye. The Construction Manager's Representative shall be reasonably available to Buckeye and shall have the necessary expertise and experience required to supervise the Work. The Construction Manager's Representative shall communicate regularly with Buckeye, but not less than once each week, and shall be vested with the authority to act on behalf of the Construction Manager. The Construction Manager's Representative may be replaced only with the written consent of Buckeye.

A. Government Approvals and Permits.

1. The Construction Manager shall be primarily responsible to obtain all necessary permits, approvals, and licenses required for the prosecution of the Work from any government or quasi-government entity having jurisdiction over the Project. The Construction Manager is specifically reminded of the need to obtain the necessary environmental permits or file the necessary environmental notices.

2. Copies of the required permits and notices must be provided to Buckeye's Representative prior to starting the permitted activity. In the case of Fire Department permits, a copy of the application for permit shall also be provided to Buckeye's Representative. This provision does not constitute an assumption by Buckeye of an obligation of any kind for violation of said permit or notice requirements.

3. Buckeye shall be responsible for permit(s) and fees for building and demolition permits. Buckeye will also pay review fees for grading and drainage, water, sewer, and landscaping. Buckeye shall also pay for utility design fees for permanent services.

4. The Construction Manager shall be responsible for all other permits and review fees not specifically listed in Subsection 4.4(A)(1) above.

5. The Construction Manager is responsible for all water bills on the Project meters until Substantial Completion of the Project. Arrangements for construction water are the Construction Manager's responsibility.

B. Pre-construction Activities.

1. Prior to the commencement of any Work, Buckeye's Representative will schedule a pre-construction conference. The purpose of this conference is to establish a working relationship between the Construction Manager, utility firms, various Buckeye agencies, and other entities as may be appropriate or beneficial. The agenda will include critical elements of the Work and Master Schedule, submittal schedule, cost breakdown of major lump sum items, payment requests and processing, coordination with the involved utility firms, the level of Project Record Documents required, and emergency telephone numbers for all representatives involved in the course of construction. Minimum attendance at the preconstruction conference shall be the Construction Manager's Representative, the job superintendent, the Construction Manager's safety officer, and the individuals deemed necessary by Buckeye.

2. The Notice to Proceed date will be set by Buckeye. At or after the pre-construction conference and upon delivery of the required bonds and insurance in a Buckeye-approved format or at such other time as Buckeye may elect, a Notice to Proceed letter will be issued confirming the construction start date, the Contract Time, and the Substantial Completion date. Failure by the Construction Manager to provide the properly

executed bond and insurance forms in a timely manner may delay the construction start date; however, it will not alter the proposed Substantial Completion date nor be a basis for any time extension request or other claims.

3. The Construction Manager shall update the Schedule of Values based on the categories used in the buyout of the Work but not greater than the approved GMP; the update shall identify the Construction Manager's Contingency. The Schedule of Values will subdivide the Work into all items comprising the Work.

C. Project Management.

1. The Construction Manager shall refine the Construction Management Plan for the Project. In refining the Construction Management Plan, the Construction Manager shall consider Buckeye's schedule, cost, and design requirements for the Project. The Construction Manager shall then develop various alternatives for the sequencing and management of the Project and shall make recommendations to Buckeye. The Construction Management Plan shall also include a description of the various proposal packages recommended for the Project. The Construction Management Plan shall be presented to Buckeye for acceptance.

2. The Construction Manager shall conduct periodic Project meetings attended by Buckeye's Representative, the Project Designers, and other necessary parties. Such meetings shall serve as a forum for the exchange of information concerning the Project and the view of construction progress. The Construction Manager shall prepare and distribute minutes of these meetings to Buckeye's Representative, the Project Designers, and others in attendance.

3. The Construction Manager shall coordinate transmittal of documents to regulatory agencies for review and shall advise Buckeye of potential problems in completing such reviews.

4. The Construction Manager shall assist Buckeye in public relations activities and shall prepare information for and attend public meetings regarding the Project.

D. Reports.

1. The Construction Manager shall prepare and distribute design phase change reports monthly to Buckeye that shall list all Buckeye-approved Minor Adjustments and Change Orders as of the date of the report and shall state the effect of the Minor Adjustments and Change Orders on the Project budget and the Master Schedule.

2. The Construction Manager shall prepare and distribute schedule maintenance reports monthly to Buckeye comparing the actual and scheduled dates for Subcontractors' contract awards and completion of each such Subcontractor's portion of the Project.

3. The Construction Manager shall prepare and distribute the Project cost reports monthly to Buckeye specifying actual award prices and construction costs for each of the individually awarded components of the Project as compared to the Project budget.

4. The Construction Manager shall prepare and distribute cash flow reports monthly to Buckeye specifying actual cash flow for each of the individually awarded components of the Project as compared to the projected cash flow.

5. The requirements for filing reports set forth in this Subsection 4.4(D) shall not be deemed to meet the requirements for requests for extensions of time or requests for Minor Adjustments and Change Orders as set forth in Section 6 and Section 8 below.

4.5 Work Management.

A. Construction Manager Resources. Unless otherwise provided in the Contract Documents to be the responsibility of Buckeye or a separate contractor, the Construction Manager shall provide through itself or Subcontractors the necessary supervision, labor, inspection, testing, start-up, material, equipment, machinery, temporary utilities, and other temporary facilities to permit the Construction Manager to complete the Work according to the Contract Documents. The Construction Manager shall provide and maintain a management team on the Site to provide contract administration. The Construction Manager shall establish and implement coordination and communication procedures among the Construction Manager, Buckeye, the Project Designers, and Subcontractors.

B. Means, Methods and Techniques. The Construction Manager shall perform all construction activities efficiently and with the requisite expertise, skill, and competence to satisfy the requirements of the Contract Documents. The Construction Manager shall at all times exercise complete and exclusive control over the means, methods, sequences, and techniques of construction.

C. Supervisor Presence. The Construction Manager's Representative or the Construction Manager's Superintendent shall be present at the Site at all times that construction activities are taking place.

1. All elements of the Work shall be under the direct supervision of a foreman or his designated representative on the Site who shall have the authority to take actions required to properly carry out that particular element of the Work.

2. In the event of noncompliance with this Subsection, Buckeye may require the Construction Manager to stop or suspend the Work in whole or in part.

D. Manufacturer Requirements. Where the Contract Documents require that a particular product be installed and/or applied by an applicator approved by the manufacturer, it is

the Construction Manager's responsibility to ensure the Subcontractor employed for such work is approved by the manufacturer.

E. Measurements. Before ordering materials or doing work, the Construction Manager and each Subcontractor shall verify measurements at the Site and shall be responsible for the accuracy of such measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions indicated on the plans; differences shall be submitted to Buckeye for resolution before proceeding with the Work.

F. Field Measurements and Conditions. The Construction Manager shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Construction Manager with the Construction Documents before commencing activities. Errors, inconsistencies, or omissions discovered shall be reported to Buckeye immediately.

G. Grades, Lines, Levels, and Bench Marks. The Construction Manager shall establish and maintain all building and construction grades, lines, levels, and bench marks, and shall be responsible for accuracy and protection of same. This Work shall be performed or supervised by a civil engineer or surveyor licensed as such in the State of Arizona.

H. Proper Employee Conduct. Any person employed by the Construction Manager or any Subcontractor who, in the opinion of Buckeye, does not perform his work in a proper, skillful, and safe manner, or is intemperate or disorderly, or is otherwise found to be inappropriate due to the setting of the Site, shall, at the written request of Buckeye, be removed from the Site by the Construction Manager or Subcontractor employing such person, and the person shall not be employed again in any portion of Work without the written approval of Buckeye. The Construction Manager or Subcontractor shall hold Buckeye harmless from damages or claims which may occur in the enforcement of this Subsection.

I. Coordination of Activities. The Construction Manager shall coordinate the activities of all Subcontractors. If Buckeye performs other work on the Project or at the Site with separate contractors under Buckeye's control, the Construction Manager agrees to reasonably cooperate and coordinate its activities with those of such separate contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption.

J. Change Processing. The Construction Manager shall establish and implement procedures for expediting and processing requests for information, Shop Drawings, material and equipment sample submittals, contract schedule adjustments, Minor Adjustments, Change Orders, substitutes, payment requests, and the maintenance of logs. The Construction Manager shall maintain daily job reports. The Construction Manager shall be the party to whom requests for information, submittals, Subcontractor schedule adjustments, substitutions, Minor Adjustment requests, Change Order requests, and payment requests shall be submitted.

K. Subcontractor Meetings. Periodically, the Construction Manager shall conduct meetings at the Site with each Subcontractor. The Construction Manager shall conduct

coordination meetings with all Subcontractors. The Construction Manager shall record, transcribe, and distribute minutes to all attendees, Buckeye, and the Project Designers.

L. Coordination of Inspections and Testing. Technical inspection and testing provided by the Project Designers or others who are not Subcontractors shall be coordinated with the Construction Manager. The Construction Manager shall be provided a copy of all inspection and testing reports on or before the next business day after the inspection or test. The Construction Manager is not responsible for providing, nor does the Construction Manager control, the actual performance of such technical inspection and testing. The Construction Manager is performing a coordination function and is not acting in a manner so as to assume responsibility or liability, in whole or in part, for all or any part of such inspection and testing.

M. Self-Performed Work. The Construction Manager shall perform, with its own forces, construction Work that amounts to not less than 45% of the total Contract Price for construction of the Project. For the purposes of this paragraph, the total Contract Price for construction of the Project (1) includes the total of the GMP amounts as agreed upon by the Construction Manager and Buckeye, and (2) does not include the cost of preconstruction services, design services, or any other related services, or the costs to procure any right-of-way or other costs of condemnation.

N. No Subcontractor Reliance. Construction Manager shall ensure that each Subcontractor (1) has inspected the Site and has thoroughly reviewed this Agreement as the same may be revised by Buckeye, and is not relying on any opinions or representations of Buckeye, (2) agrees to perform and complete the Work in strict accordance with this Agreement and under the Construction Manager's direction, (3) agrees that any exclusions of any Work must be approved in writing by the Construction Manager prior to acceptance of any agreement between the Construction Manager and a Subcontractor or same shall not be excluded hereunder, (4) is responsible for all safety precautions and programs and shall provide all protection and necessary supervision to implement said precautions and programs as set forth in Section 4.13 below, (5) shall provide all competent supervision necessary to execute all Work and any work incidental thereto in a thorough, first-class, workmanlike manner, and (6) has acknowledged that it is Subcontractor's responsibility that all of the Work and any work incidental thereto conforms to, and is performed in accordance with, Applicable Law.

O. Subcontractor Change Request. The Construction Manager shall review the contents of a request for changes to the subcontract time or price submitted by a Subcontractor, assemble information concerning the request, and endeavor to determine the cause of the requests. In instances where the Construction Manager's analysis reveals that the request is valid, the Construction Manager shall prepare a detailed report to Buckeye for approval in accordance with Articles 6 and 8 below, as applicable. The Construction Manager shall also prepare and timely deliver a detailed report to Buckeye of other such requests and requests found to be invalid and timely inform the Subcontractor of any such determination. The Construction Manager shall prepare the necessary change documents for signature by the Subcontractor.

P. Quality Control. The Construction Manager shall establish and implement a program to monitor the quality of construction by itself and by Subcontractors. The purpose of

the program shall be to protect Buckeye against defects and deficiencies in the Work of the Construction Manager or the Subcontractors. The Construction Manager shall reject the Work and transmit to the Subcontractor a notice of nonconforming work when the Construction Manager believes the Work does not conform to the requirements of the Contract Documents. Except for minor variations as stated herein, the Construction Manager is not authorized as part of this service to change, enlarge, relax, alter, or release any requirement of the Contract Documents or to approve or accept any portion of the Work not performed in accordance with the Contract Documents.

Q. Subcontractor Document Request. The Construction Manager shall coordinate and expedite submittals of information from the Subcontractors for record drawings and specification preparations and shall coordinate and expedite the transmittal of Project Record Documents to Buckeye.

R. Traffic Control. All traffic affected by the Work under this Agreement shall be regulated in accordance with the City of Buckeye Engineering Design Standards, as amended, the latest edition of the United States Department of Transportation *Manual on Uniform Traffic Control Devices* (the "MUTCD"), as supplemented and modified by the *Arizona Supplement*, published by the Arizona Department of Transportation ("Arizona Supplement"), the *City of Phoenix Traffic Barricade Manual* (the "Barricade Manual"), and Sections 12-2-1 and 19-1-2 of the Code of the City of Buckeye (the "City Code"), which are incorporated herein by reference (collectively referred to herein as the "Traffic Control Requirements"). At the time of the pre-construction conference, each Subcontractor shall designate an employee who is well qualified and experienced in construction traffic control and safety to be responsible for implementing, monitoring, and altering traffic control measures, as necessary. At the same time, the Construction Manager will designate a representative who will be responsible to see that all traffic control and any alterations are implemented and monitored to the extent that traffic is carried through the Work area in an effective manner and that motorists, pedestrians, bicyclists, and workers are protected from hazard and accidents. The Construction Manager shall ensure that Subcontractors adhere to the following:

1. All traffic control devices and advance warning signs (such as REDUCE SPEED AHEAD, LOOSE GRAVEL, 25 MPH SPEED LIMIT, and DO NOT PASS) required for the Work under this Agreement shall be placed in accordance with the Traffic Control Requirements.

2. The Subcontractor shall provide, erect, and maintain all necessary flashing arrow boards, barricades, suitable and sufficient warning lights, signals, and signs, and shall take all necessary precautions for the protection of the Work and safety of the public. The Subcontractor shall provide, erect, and maintain acceptable and adequate detour signs at all closures and along detour routes.

3. All barricades and obstructions shall be illuminated at night, and all safety lights shall be kept burning from sunset until sunrise. All barricades and signs used by the Subcontractor shall conform to the standard design generally accepted for such purposes, and payment for all such services and materials shall be considered as included in the other pay items of the Agreement.

4. The Subcontractor shall ensure that all existing traffic signs are erect, clean, and in full view of the intended traffic at all times. Street name signs at major street intersections shall be maintained erect at all times. If these signs should interfere with construction, the Subcontractor shall notify Buckeye at least 48 hours in advance for Buckeye personnel to temporarily relocate said signs. Buckeye will direct the Subcontractor as to the correct positions to re-set all traffic and street name signs to permanent locations when notified by the Subcontractor that construction is complete.

5. When construction activities or traffic hazards at the Site require the use of flagmen, it shall be the Subcontractor's responsibility to provide trained flagmen to direct traffic safely.

6. Manual traffic control shall be in conformity with the Traffic Control Requirements. Off-duty police officers must be scheduled through the Buckeye police department. Buckeye will reimburse the Subcontractor for the actual, documented cost of the off-duty police officers (no markups allowed). The Subcontractor will be required to present an overall estimate of off-duty officer hours required with the submission of its construction schedule. In the event the Subcontractor fails to prosecute the work in a timely manner, Buckeye shall notify the Subcontractor and may deny reimbursement for the off-duty officer(s).

7. The assembly and turnarounds of the Subcontractor's equipment shall be accomplished using adjacent local streets when possible.

8. Equipment used and/or directed by the Subcontractor shall travel with traffic at all times. Supply trucks shall travel with traffic except when being spotted. The Subcontractor shall provide a flagman or off-duty, uniformed law enforcement officer to assist with spotting.

9. During construction, it may be necessary to alter traffic control. Any such alterations shall be in accordance with the Traffic Control Requirements.

10. No street within the Project area may be closed to through traffic or to local emergency traffic without Buckeye's prior written approval. Buckeye may give written approval at its sole discretion and only if sufficient time exists to allow for notification of the public at least two Days in advance of such closing. Partial closure of streets within the Project shall be done in strict conformity with Buckeye's written directions.

11. Caution should be used when excavating near intersections with traffic signal underground cable. The Subcontractor shall notify Buckeye 24 hours in advance of any work at such intersections. The Subcontractor shall install and maintain temporary overhead traffic signal cable as specified by Buckeye when underground conduit is to be severed by excavations at intersections. The Subcontractor shall provide an off-duty uniformed City of Buckeye police officer in accordance with Subsection 4.5(R)(6)

above to direct traffic while the traffic signal is turned off and the wiring is transferred. All damaged or modified traffic signal overhead and underground items shall be repaired and restored to Buckeye's satisfaction. Magnetic detector loops shall, under no circumstances, be spliced.

12. The Subcontractor shall accommodate local access to adjacent properties in accordance with the specification set forth below.

13. Where crossings of existing pavement occurs, no open trenches shall be permitted overnight, but plating may be permitted if conditions allow, as determined by Buckeye or its authorized representative in his sole discretion. If plates cannot be used, crossings shall either be back-filled or the Subcontractor shall provide a detour.

4.6 Control of the Work Site.

A. Debris Removal. Throughout all phases of construction, including suspension of Work, the Construction Manager shall keep the Site reasonably free from debris, trash, and construction wastes to permit the Construction Manager to perform its Construction Services efficiently, safely, and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, or an agreed-upon portion of the Work, the Construction Manager shall remove all debris, trash, construction wastes, materials, equipment, machinery, and tools arising from the Work or applicable portions thereof to permit Buckeye to occupy the Project or an agreed upon portion of the Project for its intended use.

B. Dust Control. The Construction Manager shall implement dust control measures in accordance with MAG Specifications, Subsection 104.1.4, and in accordance with the requirements of the Maricopa County Air Pollution Control Rules and Regulations.

C. Accessibility. The Construction Manager shall maintain "ADA" and "ANSI" accessibility requirements during construction activities in an occupied building or facility. ADA and ANSI accessibility requirements shall include, but not be limited to, parking, building access, entrances, exits, restrooms, areas of refuge, and emergency exit paths of travel. The Construction Manager shall be responsible for the coordination of all work to minimize disruption to building occupants and facilities.

D. Material and Equipment Storage. Only materials and equipment that are to be used directly in the Work shall be brought to and stored on the Site by the Construction Manager. When equipment or materials are no longer required for the Work, each shall be removed promptly from the Site.

E. Protection of Site. Protection of the Work, the Site, and construction materials and equipment stored at the Site from weather, theft, damage, and all other adverse conditions is solely the responsibility of the Construction Manager.

4.7 Time Management.

A. Master Schedule Updates. The Construction Manager shall, not less than monthly, adjust and update the Master Schedule and distribute copies to Buckeye and the Project Designers. All adjustments to the Master Schedule must be (1) made for the benefit of the Project, and (2) acceptable to Buckeye; provided, however, that such adjustments or updates shall not extend the time for performance of the Work beyond the Substantial Completion date unless such extension is requested by the Construction Manager and approved by Buckeye in accordance with Section 6 below.

B. Subcontractor Schedule Verification. The Construction Manager shall review each Subcontractor's construction schedule and shall verify that the schedule is prepared in accordance with the requirements of the Contract Documents and that it establishes completion dates that comply with the requirements of the Master Schedule.

C. Subcontractor Progress Monitoring. The Construction Manager shall (1) review the progress of construction of each Subcontractor on a monthly basis, (2) evaluate the percentage completion of each construction activity as indicated in the Subcontractor's construction schedule, and (3) review such percentages with the Subcontractor. This evaluation shall serve as data for input to the periodic construction schedule report that the Construction Manager shall prepare and distribute to the appropriate Subcontractor, Buckeye's Representatives, and the Project Designers. The report shall serve as the basis for (1) determining the actual progress compared to scheduled progress, and (2) determining the progress payment due to the Subcontractor. The Construction Manager shall determine and implement alternative courses of action that may be necessary to achieve contract compliance by the Subcontractor.

D. Change Evaluation. The Construction Manager shall, prior to the issuance of a Minor Adjustment or Change Order, determine the effect on the Master Schedule of time extensions requested by a Subcontractor. The Construction Manager may require a Subcontractor to prepare and submit a recovery schedule in the event the Subcontractor fails to meet the Master Schedule.

E. Minor Schedule Revisions. The Master Schedule shall be revised as required by conditions and progress of the Work, but such revisions shall not relieve the Construction Manager of its obligations to complete the Work within the Contract Time, as such dates may be adjusted in accordance with the Contract Documents.

F. Payment Requests. An updated Master Schedule shall be submitted monthly to Buckeye as part of the Payment Request.

1. The Construction Manager shall provide Buckeye with a monthly status report for the Master Schedule detailing the progress of the Work, including (a) if the Work is proceeding according to schedule, (b) any discrepancies, conflicts, or ambiguities found to exist in the Contract Documents that require resolution, and (c) other items that require resolution so as not to jeopardize ability to complete the Work as presented in the applicable GMP and within the Contract Time.

2. With each schedule submittal the Construction Manager shall include a transmittal letter including the following:

a. Description of problem tasks (referenced to field instructions and requests for information), as appropriate.

b. Current and anticipated delays including:

i. Cause of the delay.

ii. Corrective action and schedule adjustments to correct the delay.

iii. Known or potential impact of the delay on other activities, milestones, and the Substantial Completion date.

c. Changes in construction sequence.

d. Pending items and status thereof including but not limited to:

i. Time Extension requests.

ii. Other items.

e. Substantial Completion date status:

i. If ahead of schedule, the number of Days ahead.

ii. If behind schedule, the number of Days behind.

f. Other project or scheduling concerns.

G. Buckeye Review. Buckeye's review of and response to the Master Schedule is only for general conformance with the scheduling requirements of the Contract Documents. The review shall not (1) relieve the Construction Manager from (a) compliance with the requirements of the Contract Documents, or (b) the time extension request process set forth in Section 6 below; or (2) be construed as relieving the Construction Manager of its complete and exclusive control over the means, methods, sequences, and techniques for executing the Work.

H. CPM Diagram. The updated Master Schedule shall include a CPM diagram schedule that shows the sequence of activities, the interdependence of each activity, and indicate the Critical Path.

1. The CPM diagram schedule shall be in Days and indicate duration, earliest and latest start and finish dates for all activities, and total Float times for all

activities except critical activities. The CPM diagram shall be presented in a time-scaled graphical format for the Project as a whole.

2. The CPM diagram schedule shall indicate all relationships between activities.

3. The activities making up the Master Schedule shall be in sufficient detail to ensure that adequate planning has been done for proper execution of the Work and such that it provides an appropriate basis for monitoring and evaluating the progress of the Work.

4. The CPM diagram schedule shall be based upon activities that coincide with the Schedule of Values.

5. The CPM diagram schedule shall show all submittals associated with each Work activity and the review time for each submittal.

6. The schedule shall show milestones, including milestones for Buckeye-furnished information, and shall include activities for Buckeye-furnished equipment and furniture when those activities are interrelated with the Construction Manager's activities.

7. The schedule shall include a Critical Path activity that reflects anticipated rain and weather delay during the performance of this Agreement. The duration shall reflect the average climatic range and usual industrial conditions prevailing in the locality of the Site. Weather data shall be based on information provided by the National Weather Services or other source approved in writing by Buckeye.

I. Occupancy Consideration. The Master Schedule shall consider Buckeye's occupancy requirements showing portions of the Project having occupancy priority.

J. Float Time. Float time shall be as prescribed below:

1. The total Float within the overall Master Schedule is not for the exclusive use of either Buckeye or the Construction Manager, but is jointly owned by both and is a resource available to and shared by both Parties as needed to meet contract milestones and the Project completion dates.

2. The Construction Manager shall not sequester shared Float through such strategies as extending activity duration estimates to consume available Float, using preferential logic, or using extensive crew/resource sequencing. Float time within the schedule is jointly owned; no time extensions will be considered or granted, nor delay damages considered or paid until a delay occurs that extends the Work beyond the Substantial Completion date.

3. Buckeye-caused delays on the Project may be offset by Buckeye-caused time savings (i.e., Critical Path submittals returned in less time than anticipated by the Master Schedule; approval of substitution requests and credit changes which result in savings of time to the Construction Manager). In such an event, the Construction Manager shall not be entitled to have considered or receive a time extension or delay damages until all Buckeye-caused time savings are exceeded, and the Substantial Completion date is also exceeded.

K. Occupancy/Use Plan. The Construction Manager shall prepare an occupancy plan for the Project. This plan shall be provided to Buckeye not later than 60 Days prior to the scheduled Substantial Completion date.

4.8 Cost Management.

A. Subcontract Schedule of Values. The Construction Manager shall, in participation with the Subcontractors, determine a Schedule of Values for each of the construction subcontracts. The Schedule of Values shall be the basis for the allocation of the Contract Price to the activities shown on the Subcontractors' construction schedule. Buckeye shall approve the subcontract Schedule of Values before acceptance for progress billings.

B. Contract Price Allocation. Each Subcontractor's construction schedule shall have the applicable portions of the Contract Price allocated among the Subcontractor's scheduled activities so that each of the Subcontractor's activities shall be allocated a price and the sum of the prices of the activities shall equal to or less than the total Contract Price. The Construction Manager shall review the Contract Price allocations and verify that such allocations are made in accordance with the requirements of the Contract Documents. Progress payments to a Subcontractor and the Construction Manager shall be based on the Subcontractor's percentage of completion of the scheduled activities as set out in each Subcontractor's construction schedule report and the Subcontractor's compliance in accordance with the Contract Documents.

C. Additional Information. In instances where a lump sum or unit price is not determined prior to performing Work described in a request for changes to the Contract Price, the Construction Manager shall request from the Subcontractor records for the cost of payroll, materials, and equipment, and the amount of payments to its Subcontractors, if any, incurred by the Subcontractor in performing the Work.

D. Trade-off Studies. The Construction Manager shall provide trade-off studies for various minor construction components. The results of the trade-off studies shall be in report form and distributed to Buckeye's Representative and the Project Designers.

E. Payment Applications. In consultation with the Project Designers, the Construction Manager shall review the payment applications submitted by each Subcontractor and determine whether the amount requested reflects the progress of the Subcontractor's work. The Construction Manager shall make appropriate adjustments to each payment application and shall prepare and forward a progress payment report to Buckeye. The progress payment report shall state the total Contract Price, payments to date, current payment requested, retainage, and actual

amounts owed for the current period. Included in this report shall be a certificate for payment that shall be signed by the Construction Manager and delivered to Buckeye. The Construction Manager shall keep the Project and the Site free and clear of all liens and claims from its Subcontractors, suppliers, or materialmen.

4.9 Shop Drawings, Product Data, and Samples.

A. Purpose. Shop Drawings, product data, samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required the way the Construction Manager proposes to conform to the information given and the design concept expressed in the Contract Documents.

B. Review. The Construction Manager shall review, approve, verify, and submit to the Project Designers five copies of each Shop Drawing, product data, sample, and similar submittal required by the Contract Documents so as to cause no delay in the Work or in the activities of Buckeye or of separate contractors. Submittals made by the Construction Manager that are not required by the Contract Documents may be returned without action.

C. Project Designer Approval. The Construction Manager shall perform no portion of the Work requiring submittal and review of Shop Drawings, product data, samples, or similar submittals until the respective submittal has been approved by the Project Designers. Such Work shall be in accordance with approved submittals.

D. Construction Manager Verification. By approving, verifying, and submitting Shop Drawings, product data, samples, and similar submittals, the Construction Manager represents that the Construction Manager has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

E. No Deviation Approval; Errors. The Construction Manager shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Project Designer's approval of Shop Drawings, product data, samples, or similar submittals, unless the Construction Manager has specifically informed the Project Designer in writing of such deviation at the time of submittal and the Project Designer has given written approval to the specific deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Shop Drawings, product data, samples, or similar submittals by the Project Designer's approval thereof.

F. Highlight Changes. The Construction Manager shall direct specific attention, in writing or on resubmitted Shop Drawings, product data, samples, or similar submittals, to revisions other than those requested by the Project Designers on previous submittals.

G. Informational Submittals. Informational submittals upon which the Project Designer is not expected to take responsive action may be so identified in the Contract Documents.

H. Other Certifications. When professional certification of performance criteria of materials, systems, or equipment is required by the Contract Documents, the Project Designer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

4.10 Quality Control, Testing, and Inspection.

A. New Materials. All materials used in the Work shall be new and unused, unless otherwise noted, and shall meet all quality requirements of the Contract Documents.

B. Inspection and Approval. All construction materials to be used in the Work or incorporated into the Work, equipment, plant, tools, appliances, or methods to be used in the Work may be subject to the inspection and approval or rejection by Buckeye or the Project Designers. Any material rejected by Buckeye or the Project Designers shall be removed immediately and replaced in an acceptable manner.

C. Test Methods. The procedures and methods used to sample and test material will be determined by the Project Designers. Unless otherwise specified, samples and tests shall be made in accordance with MAG 700 Series and the standard methods of AASHTO or ASTM as referenced in the MAG 700 Series.

D. Testing Facility. The Construction Manager will select a pre-qualified independent testing laboratory and will pay for initial Buckeye acceptance testing.

1. When the first and subsequent tests indicate noncompliance with the Contract Documents, the cost associated with that noncompliance and retesting will be paid for by the Construction Manager. The Construction Manager's Contingency cannot be utilized for the cost of re-testing.

2. When the first and subsequent tests indicate noncompliance with the Contract Documents, all retesting shall be performed by the same testing agency.

E. Cooperation. The Construction Manager will cooperate with the selected testing laboratory and all others responsible for testing and inspecting the Work and shall provide the laboratory's employees or agents access to the Work at all times.

F. At-source Approval. At the option of Buckeye, materials may be approved at the source of supply before delivery.

G. Code Compliance. Code compliance testing and inspections required by codes or ordinances, or by a plan approval authority shall be the responsibility of and shall be paid by the Construction Manager, unless otherwise provided in the Contract Documents.

H. Responsibility. The Construction Manager's quality control testing and inspections shall be the sole responsibility of the Construction Manager and shall be paid solely by the Construction Manager.

4.11 Trade Names and Substitutions.

A. Substitutions. Substitute or alternate items to Contract Document references to equipment, materials, or patented processes by manufacturer, trade name, make, or catalog number may be permitted, unless indicated that no substitutions are permitted, and if permitted are subject to the following:

1. The substitution shall be submitted by the Construction Manager in writing to the Project Designers.

2. The Construction Manager shall certify that the substitution will perform the functions and achieve the results called for by the general design, be similar and of equal substance, and be suited to the same use as that specified.

3. The submittal shall outline any required changes in the Contract Documents to adapt the design to the proposed substitution.

4. The submittal shall contain an itemized estimate of all costs and credits that will result directly and indirectly from the acceptance of such substitution, including the cost of design, license fees, royalties, and testing. Also, the submittal shall include any request for adjustment in the Contract Time created by the substitution.

B. Samples; Additional Information. The Construction Manager, if requested by the Project Designers, shall submit samples or any additional information that may be necessary to evaluate the acceptability of the substitution.

C. Project Designer Determination. The Project Designers will make the final decision and will notify the Construction Manager in writing as to whether the substitution has been accepted or rejected.

D. Presumed Rejection. If the Project Designers do not respond in a timely manner, the Construction Manager shall continue to perform the Work in accordance with the Contract Documents and the substitution will be considered rejected.

4.12 Project Record Documents.

A. Redline Prints. During the construction period, the Construction Manager shall maintain at the Site a set of redline, blueline, or blackline prints of the Construction Documents and Shop Drawings for Project Record Document purposes. The Construction Manager will certify that these documents are up to date when it submits its monthly pay application. The Construction Manager shall also:

1. Mark these drawings to indicate the actual installation where the installation varies appreciably from the original Construction Documents and give particular attention to information regarding concealed elements that would be difficult to

identify or measure and record later. Items required to be marked include, but are not limited to:

a. Dimensional changes to the drawings.

b. Revisions to details shown on drawings.

c. Depths of foundations below first floor.

d. Locations and depths of underground utilities.

e. Revisions to routing of piping and conduits.

f. Revisions to electrical circuitry.

g. Actual equipment locations.

h. Duct size and routing.

i. Locations of concealed internal utilities.

j. Changes made by Change Order or Minor Adjustment.

k. Details not on original Contract Documents.

l. Similar deviations, variations, and modifications.

2. Mark completely and accurately Project Record Documents or Shop Drawings, whichever is the most capable of indicating the actual physical condition. Where Shop Drawings are marked, show cross-reference on the Construction Documents.

3. Mark Project Record Document sets with red erasable colored pencil.

4. Note Change Order or Minor Adjustment numbers, as required to identify the source of the change to the Construction Documents.

5. As a condition of Substantial Completion, submit Project Record Documents and Shop Drawings to Buckeye Representative for review and comment.

B. Corrections. Upon receipt of the reviewed Project Record Documents from Buckeye, the Construction Manager shall correct any deficiencies and/or omissions to the drawings and prepare the following for submission to Buckeye within 14 Days:

1. A complete set of electronic Project Record Documents prepared in AutoCAD format compatible with Buckeye CADD technology. The Project Designers

will provide files of the original Construction Documents to the Construction Manager for the use of preparing these final Project Record Documents or the Construction Manager may contract with the Project Designers to revise and update the electronic drawing files. Each drawing shall be clearly marked with "As-Built Document."

2. A copy of the Project Record Documents showing all redline mark-ups against the original versions.

4.13 Project Safety. The Construction Manager recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury, or loss to (A) all individuals at the Site, whether working or visiting; (B) the Work, including materials and equipment incorporated into the Work or stored on-Site or off-Site; and (C) all other property at the Site or adjacent thereto.

A. Responsibility. The Construction Manager assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work.

B. Safety Representative. The Construction Manager shall, prior to commencing construction, designate a safety representative with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work. Unless otherwise required by the Contract Documents, the Construction Manager's safety representative shall be an individual stationed at the Site who may have other responsibilities on the Project in addition to safety.

C. Daily Inspections. The Construction Manager's safety representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with the Construction Manager's personnel, Subcontractors, and others as applicable. The Construction Manager shall provide Buckeye copies of daily inspection reports and weekly safety meeting minutes, with the monthly payment applications.

D. Legal Requirements. The Construction Manager and Subcontractors shall comply with Applicable Law relating to safety, as well as any Buckeye-specific safety requirements set forth in the Contract Documents, provided that such Buckeye-specific requirements do not violate Applicable Law. If the Construction Manager believes a Buckeye-specific requirement violates Applicable Law, the Construction Manager shall notify Buckeye of such violation within 24 hours of discovery.

E. Reporting. The Construction Manager will immediately report in writing any safety-related injury, loss, damage, or accident arising from the Work to Buckeye's Representative and, to the extent mandated by Applicable Law, to all government or quasi-government authorities having jurisdiction over safety-related matters involving the Project or the Work.

F. Subcontractor Responsibility. The Construction Manager's responsibility for safety under this Section is not intended in any way to relieve Subcontractors of their own

contractual and legal obligations and responsibility for (1) complying with Applicable Law, including those related to health and safety matters, and (2) taking all necessary measures to implement and monitor all safety precautions and programs to guard against injury, losses, damages, or accidents resulting from their performance of the Work.

4.14 Substantial Completion. When the Construction Manager considers that the Work has reached Substantial Completion, it shall submit a request to Buckeye's Project Manager for a certificate of Substantial Completion. Substantial Completion must occur not later than the date set forth in the applicable GMP Amendment, subject to modification by changes in the Contract Time according to Article 6 below. A prerequisite for Substantial Completion, over and above the extent of construction completion required, is receipt by Buckeye of acceptable documentation that the Construction Manager has successfully tested and demonstrated all systems for their intended uses. In consultation with the Project Designers, Buckeye shall determine when the Project and the Construction Manager's Work is substantially complete. The Substantial Completion date shall be confirmed by a Certificate of Substantial Completion signed by Buckeye and the Construction Manager. The Certificate of Substantial Completion shall state the respective responsibilities of Buckeye and the Construction Manager for security, maintenance, and damage to the work and insurance. The Certificate of Substantial Completion shall also include the Punch List as created by the Construction Manager and modified by the Project Designers in consultation with Buckeye and establish the time for completion and correction of all Punch List items. The Construction Manager shall proceed promptly to complete and correct Punch List items. Failure to include an item on the Punch List does not alter the responsibility of the Construction Manager to complete all Work in accordance with the Contract Documents. If Buckeye and the Construction Manager cannot agree as to the appropriate Substantial Completion date, such issue shall be submitted for dispute resolution in accordance with the procedures set forth in Article 13 below. Notwithstanding such disagreement, the Construction Manager shall diligently proceed with completion of the Punch List items. Warranties required by the Contract Documents shall commence on the Substantial Completion date or designated portion thereof unless otherwise provided in the Contract Documents.

4.15 Final Completion. In consultation with the Project Designers, Buckeye shall determine when the Project and the Construction Manager's Work has reached Final Completion. Final Completion must occur not later than 60 Days after the Substantial Completion date, subject to modification by changes in the Contract Time in Article 6 below. Final Completion shall be achieved only upon Buckeye's written acceptance of (A) the construction, (B) all testing, (C) demonstration by the Construction Manager that the Work functions as required by the Contract Documents and meets all Contract Document requirements, (D) resolution of all outstanding system deficiencies and Punch List items, if any, (E) delivery of all as-built documentation, drawings, completed Project Record Documents (with revisions made after Substantial Completion), annotated submittals and design document deliverables, (F) submittal, acceptance, and delivery of the 100% complete O&M manuals, (G) delivery of warranties, guarantees, inspection certificates, bonds and all other required documents, (H) all pre-requisites for final payment and (I) submittal of Construction Manager's request for final payment and acceptance enclosing all required documentation. Upon Final Completion Buckeye shall issue a Certificate of Final Completion to the Construction Manager on behalf of Buckeye. Following receipt of

payment from Buckeye, the Construction Manager shall make all payments due to the Subcontractors.

4.16 Correction of Defective Work.

A. During the Work. During the Work, Construction Manager shall take meaningful steps to commence correction of such nonconforming Work as notified by Buckeye. This includes the correction, removal, or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work.

B. During Warranty Period. The Construction Manager agrees to correct any Work that is found to not be in conformance with the Contract Documents within the warranty period described in Subsection 5.6(A) below, or within such longer period to the extent required by the Contract Documents or as may be allowed by law. A progress payment, or partial or entire use or occupancy of the Project by Buckeye, shall not constitute acceptance of Work not in accordance with the Contract Documents.

C. Commencement by Construction Manager. The Construction Manager shall take meaningful steps to commence correction of nonconforming Work subject to Subsections 4.16(A) and (B) above within seven Days of receipt of written notice from Buckeye. This includes the correction, removal, or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If the Construction Manager fails to commence the necessary steps within such seven-Day period, Buckeye, in addition to any other remedies provided under the Contract Documents or allowed by law, may provide the Construction Manager with written notice that Buckeye will commence correction of such nonconforming Work with its own forces. If Buckeye corrects such nonconforming Work with its own forces, the GMP will be adjusted to deduct the cost to Buckeye. If Buckeye performs corrective Work after final payment, the Construction Manager shall be responsible for all reasonable costs incurred by Buckeye in performing such correction.

D. Emergencies. In the event nonconforming Work creates an emergency requiring an immediate response, the Construction Manager will respond and initiate corrections within 24 hours.

E. No Effect on Limitations Period. The two-year period referenced in Subsection 5.6(A) below applies only to the Construction Manager's obligation to correct nonconforming Work as provided in this Section and is not intended to constitute a period of limitations for any other rights or remedies Buckeye may have regarding the Construction Manager's obligations under the Contract Documents or as may be allowed by law.

4.17 Additional Services. Any Additional Services must be authorized in advance by Buckeye in writing; the Construction Manager shall furnish or obtain from others such authorized services. The Construction Manager shall be paid for these Additional Services by Buckeye as herein provided to the extent they exceed reasonably inferable obligations of the Construction Manager under this Agreement. Potential Additional Services include:

A. Planning. Providing additional planning surveys or alternative site evaluations other than as required or reasonably inferred in this Article 4.

B. Future/Outside of Project Design. Providing design services relative to future facilities, systems, and equipment that are not intended to be constructed as part of the Project, other than general planning and master planning for future work as indicated by Buckeye's Project program. Providing design and engineering of any work outside the Site if said work is not expressly identified and included in the Scope.

C. Major Document Revisions/Additional Documents. Making major revisions in the Construction Documents, or other documents when such revisions are inconsistent with written approvals or instructions previously given by Buckeye, or are due to causes beyond the control and without the fault and negligence or partial fault or negligence of the Construction Manager or its consultants or agents. Preparing additional documents for alternate, separate, or sequential bids, or providing services in connection with bidding, negotiation, or construction prior to the completion of the construction phase, other than as required or reasonably inferred in this Article 4. Making revisions to Construction Documents after Buckeye has approved them when revisions are due to causes beyond the control and not the fault or partial fault of the Construction Manager.

D. Advanced Soils Analysis. Providing additional soils sampling, classification, and analysis other than as required or reasonably inferred in the foregoing sections of Article 4. The Construction Manager is entitled to rely upon the soils analysis and recommendations as provided by a geotechnical consultant, however, the Construction Manager is responsible for interpretation of such data for the purpose of establishing the means and methods of construction and such interpretation shall not be considered Additional Services during the design phase or the construction phase.

E. Expert Testimony. Preparing to serve or serving as an expert witness for Buckeye in connection with any public hearing, arbitration proceeding, or legal proceeding wherein the Construction Manager or Subcontractor of the Construction Manager is not a party or allegedly at fault; provided, however, preparing to serve or serving as a fact witness for Buckeye or rendering testimony necessary to secure governmental approval for the Project shall not constitute an additional service.

F. Survey. Providing surveying services such as platting, mapping, subdivision agreements, or recording subdivision plats other than as required or reasonably inferred in this Article 4.

G. Additional Travel. Providing Additional Services and costs necessitated by out-of-town travel required of and approved in writing by Buckeye other than visits to the Project and other than for travel required to accomplish the Work.

H. Unrelated Services. Providing any other services not otherwise included in this Agreement, not reasonably inferred by this Agreement, or not customarily furnished in

accordance with generally accepted contractual practices consistent with the term of this Agreement.

I. Replacement Work. Providing consultation concerning replacement of Work damaged by fire or other causes and not due in whole or in part to the Construction Manager's action or inaction during construction, or furnishing services required in connection with the replacement of such work.

J. Special Studies. Providing additional special surveys, environmental studies, and submissions required for approvals of governmental authorities or others having jurisdiction over the Project, other than as required or reasonably inferred in this Article 4.

K. O&M Analysis. Providing analyses of operating and maintenance costs other than as required for value analysis in Subsection 2.2(E) above, unless provided for in the Scope.

L. Assisting with Buckeye-Performed Work. Designing and providing other services supporting the procurement of materials to be obtained, or work, if any, to be performed by Buckeye, that are not a part of the Work.

ARTICLE 5
POST-CONSTRUCTION PHASE

5.1 Final Accounting and Close-out. At the conclusion of the Project, the Construction Manager shall prepare final Project accounting and close-out reports.

5.2 Occupancy Plans. The Construction Manager shall prepare and distribute reports as necessary associated with the occupancy plan.

5.3 Certificates. The Construction Manager shall secure required certificates of inspection, testing, or approval and deliver them to Buckeye.

5.4 Manufacturer Manuals and Warranties. The Construction Manager shall require the Subcontractors to provide manufacturers' operations and maintenance manuals, warranties, and guarantees for materials and equipment installed in the Project. Prior to Final Completion of the Project, the Construction Manager shall compile such manuals, warranties, and guarantees, bind same in an organized manner, and deliver the bound materials to Buckeye; Buckeye shall not be required to issue the final payment to the Construction Manager pursuant to Section 9.6 below until after the compiled manuals, warranties, and guarantees have been delivered to Buckeye. At the discretion of Buckeye, electronic records may be substituted for the bound materials required in this section.

5.5 Inspection and Testing. With the assistance of Buckeye's maintenance personnel, the Construction Manager shall direct the inspection of utilities and operations of systems and equipment for readiness, and assist in their initial start-up and testing.

5.6 Warranties.

A. Warranty for the Work. The Construction Manager or its assignee shall give to Buckeye a two-year warranty against deficiencies in material and workmanship for all Work on the Project or other such warranty as required by Buckeye Engineer, which warranty shall begin on the Substantial Completion date. Any material deficiencies in material or workmanship identified by Buckeye staff during the two-year warranty period shall be brought to the attention of the Construction Manager or its assignee that provided the warranty, which both shall promptly remedy or cause to be remedied such deficiencies to the reasonable satisfaction of Buckeye Engineer. Continuing material deficiencies in a particular portion of the Work shall be sufficient grounds for Buckeye to require (1) an extension of the warranty for an additional two-year period, and (2) the proper repair of, or the removal and reinstallation of, that portion of the Work that is subject to such continuing deficiencies. Regardless of whether the applicable warranty period has expired, the Construction Manager agrees to repair any damage to the Work caused by construction activities on the Site. Nothing contained herein shall prevent Buckeye or the Construction Manager from seeking recourse against any other third party for damage to the Work caused by such third party.

B. New Materials. The Construction Manager warrants that all materials and equipment furnished under construction phase(s) of this Agreement are (1) new unless otherwise specified and approved by Buckeye, (2) of good quality, (3) in conformance with the Contract Documents, and (4) free from defective workmanship, defective materials, and Hazardous Materials. Warranties shall commence on the date of Substantial Completion of the Work or of a designated portion if the warranted items are fully installed, operational, and available for use, and if not, at such time after the date of Substantial Completion as they are fully installed, operational, and available for use.

C. Actions by Others. Construction Manager's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work by persons other than Construction Manager or anyone for whose acts Construction Manager may be responsible and/or liable.

D. No Limitation on Other Warranties. Nothing in this warranty is intended to limit any manufacturer's warranty that provides Buckeye with greater warranty rights than set forth in this Section or the Contract Documents.

E. No Limitation on Legal Remedies. Nothing in this warranty is intended to limit any other remedy at law that may be available to Buckeye.

ARTICLE 6
CONTRACT TIME

6.1 Progress and Completion. Buckeye and the Construction Manager agree the time limits stated in the Contract Documents, as the same may be amended and updated by the Parties, are of the essence of this Agreement.

6.2 Commencement of the Work. The Work, except for the (A) environmental investigation services set forth in Section 2.1 above, (B) review of Construction Documents and design remedies services set forth in Section 2.2 above, and (C) Pre-Construction Phase General Services set forth in Section 2.3 above, shall commence on the Notice to Proceed date of the applicable GMP Amendment, and shall proceed in general accordance with the Schedule for the Work set forth therein. Each GMP Amendment shall establish a separate Notice to Proceed date, Substantial Completion date, and portion of the Contract Time applicable to that GMP. The Substantial Completion dates may be sequential or may run consecutively.

6.3 Prosecution of the Work. The Construction Manager shall prosecute the Work so that the portion of the Work completed at any point in time shall be not less than as required by the Master Schedule. If the delay is an Inexcusable Delay, as defined below, the Construction Manager shall prepare a recovery schedule for Buckeye's review and approval, showing how the Construction Manager will compensate for the delays and achieve Substantial Completion by the date shown on the Master Schedule. If the Construction Manager is unable to demonstrate how it will overcome Inexcusable Delays, Buckeye may order the Construction Manager to employ such extraordinary measures as are necessary to bring the Work into conformity with the date of Substantial Completion set forth therein, the costs of which shall be included as part of the Cost of the Work. If the delay is an Excusable Delay, as defined below, Buckeye shall either (A) authorize an equitable extension in the Master Schedule to account for such delay, and equitably adjust the GMP on account of such delay, or (B) request that the Construction Manager prepare a recovery schedule showing how (if possible) the Construction Manager can achieve Substantial Completion by the date shown on the Master Schedule, and equitably adjust the applicable GMP in accordance with the Change Order provisions of this Agreement related to any extraordinary activities required of the Construction Manager on account of such recovery schedule.

6.4 Critical Path Activities. To the extent the Construction Manager completes activities on the Critical Path earlier than scheduled, the savings in time on account thereof shall belong solely to the Construction Manager.

6.5 Construction Activities. At such time as the Construction Documents, or any portion thereof, are complete, the Construction Manager shall submit a revised Master Schedule to Buckeye for incorporation into the Contract Documents, which will expand the Master Schedule approved to date, but which will not, in and of itself, change the Substantial Completion date for the Project. This revised Master Schedule shall be based upon a CPM and shall show in complete detail starting and completion time of detail activities, the sequence of the Work, and all significant activities.

6.6 Extensions of Time.

A. Limited to Excusable Delay. An extension in the scheduled Substantial Completion date will only be granted in the event of Excusable Delays affecting Work activities on the Critical Path. The Construction Manager shall be entitled to general condition costs and extra costs related to the Excusable Delay for idle labor, equipment inefficiency, and lost productivity of the performance of the Work; however, the Construction Manager must submit evidence reasonably satisfactory to Buckeye substantiating such costs. Such adjustment to the contract sum and Substantial Completion date shall be issued in an amendment to this Agreement.

B. Excusable Delays. To the extent any of the following events results in an actual delay in the Work affecting activities on the Critical Path, such shall constitute an "Excusable Delay" (to the extent not set forth below, a delay will be considered an "Inexcusable Delay"):

1. Delays resulting from Force Majeure events. The term *"Force Majeure"* means an occurrence that is beyond the control of the Party affected and occurs without its fault or negligence. Without limiting the foregoing, Force Majeure includes acts of God, acts of the public enemy, war, riots, strikes, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions-intervention-acts or failures or refusals to act by government authority, and other similar occurrences beyond the control of the Party declaring Force Majeure which such Party is unable to prevent by exercising reasonable diligence. The Force Majeure shall be deemed to commence when the Party declaring Force Majeure notifies the other Party, in accordance with Subsection 14.6, of the existence of the Force Majeure and shall be deemed to continue as long as the results or effects of the Force Majeure prevent the Party from resuming performance in accordance with this Agreement. Force Majeure shall not include (a) late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences, or (b) late performance by a Subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Subsection 6.6(B). Any delay or failure in performance by either Party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by Force Majeure. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other Party in writing. The time of Substantial Completion or Final Completion shall be extended by written amendment for a period of time equal to the time that the results or effects of such delay prevent the delayed Party from performing in accordance with this Agreement.

2. Differing, unusual, or concealed Site conditions that could not reasonably have been anticipated by the Construction Manager in preparing the Master Schedule, including, without limitation, archaeological finds and unusual soil conditions (including rock or other geological conditions), underground foundations, abandoned or not properly identified utility lines, and water conditions.

3. Delays resulting from the existence or discovery of Hazardous Materials on the Site not brought to the Site by or on behalf of the Construction Manager.

4. Delays resulting from changes in Applicable Law occurring after the date of execution of this Agreement.

5. Delays occurring due to the acts or omissions of Buckeye and those within the control of Buckeye.

6. Delays occurring due to the acts or omissions of a utility, so long as the Construction Manager has coordinated with the utility causing the delay, and the delay occurs despite reasonable steps taken by the Construction Manager to avoid the delay.

7. Delays resulting from weather conditions that make it unreasonable to perform the Work in accordance with the Master Schedule.

C. Process for Requesting Extension of Time. To obtain an extension of time due to an Excusable Delay, the Construction Manager must comply with the following requirements: the Construction Manager shall notify Buckeye of the Excusable Delay as soon as practicable, but in no event more than seven Days after the Construction Manager becomes aware of the occurrence of the Excusable Delay. Such notice shall describe the Excusable Delay and shall state the approximate number of Days the Construction Manager expects to be delayed. After the cessation of the Excusable Delay, the Construction Manager shall notify Buckeye of the number of Days the Construction Manager believes that its activities were in fact delayed by the Excusable Delay. In the event that the delay arises as a result of a Change Order request by Buckeye, the request for an extension of time contained in the resulting Change Order proposal or amendment to this Agreement, as applicable, shall be deemed sufficient for purposes of this Subsection.

D. Buckeye Determination. Within 10 Days after cessation of an event giving rise to either an Excusable Delay or Inexcusable Delay, the Parties will use good faith efforts to agree on the extent to which the Work has been delayed and whether the delay is an Excusable Delay or an Inexcusable Delay. In the absence of agreement between the Parties as to the then-current status of Excusable Delays and Inexcusable Delays, Buckeye will provide the Construction Manager with written notice of Buckeye's determination of the number of Days of Excusable Delay and/or Inexcusable Delay within 10 Days after receipt by Buckeye of the Construction Manager's written request for such determination. The Construction Manager shall not, however, deem an issuance by Buckeye of such a determination to be a concurrence with any matters set forth in the Construction Manager's request. The Construction Manager may invoke the dispute resolution procedures set forth in Article 13 below with respect to such determination.

6.7 Concurrent Delays. To the extent the Construction Manager may be entitled to an extension of time due to an Excusable Delay, but the performance of the Work would have been suspended, delayed, or interrupted by the fault or neglect of the Construction Manager or by an Inexcusable Delay, the Construction Manager shall not be entitled to any additional costs for the period of such concurrency.

6.8 Weather Delays. The Construction Manager shall include and clearly identify an appropriate number of Days of weather-related delays within (A) the aggregate Master Schedule for the Work, and within the portions of the Master Schedule submitted with each GMP Proposal relating to any phase of the Project, and (B) each GMP Amendment. If the Construction Manager experiences additional weather-related delays beyond the number of Days set forth in the Master Schedule and the GMP Amendment, the Construction Manager shall be entitled to commensurate extension of time and reimbursement of costs associated with such delay; provided such requests for extensions of time are submitted and approved according to the process set forth in Section 6.6 above. If the Construction Manager fails to include an appropriate number of Days of weather-related delays within the applicable GMP Proposal for any portion of the Project, the Construction Manager shall not be eligible for any extension of time or reimbursement of costs related to otherwise Excusable Delays relating to weather for the applicable GMP Proposal.

6.9 Liquidated Damages.

A. Established. The Construction Manager and Buckeye acknowledge that in the event that the Construction Manager fails to achieve Substantial Completion or Final Completion of the Project by the dates established therefore in the applicable GMP Amendment, as adjusted, Buckeye will incur substantial damages and the extent of such damages shall be incapable of accurate measurement. Nonetheless, the Parties acknowledge that on the date of this Agreement, the amount of liquidated damages set forth below represents a good faith estimate as to the actual potential damages that Buckeye would incur as a result of late Substantial Completion or Final Completion of the Project. Such liquidated damages shall be the sole and exclusive remedy of Buckeye for late completion of the Project, and Buckeye hereby waives all other remedies available at law or in equity with respect to losses resulting from late completion. The amount of the liquidated damages calculated hereunder does not include any penalty.

B. Amount of Liquidated Damages.

1. If the Construction Manager fails to achieve Substantial Completion of that portion of the Work applicable to a particular GMP Proposal on or before the Substantial Completion date set forth in the applicable GMP Proposal, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to Buckeye liquidated damages in the amount per Day as determined by the MAG Specifications existing on the date this Agreement is approved by Buckeye City Council for each Day Substantial Completion is delayed beyond the Substantial Completion date set forth in the applicable GMP Amendment.

2. If the Construction Manager fails to achieve Final Completion of that portion of the Work applicable to a particular GMP Proposal on or before the Final Completion date, as adjusted, for any reason other than Excusable Delays, the Construction Manager shall pay to Buckeye liquidated damages in the amount per Day as determined by MAG Specifications for each Day Final Completion is delayed beyond the Final Completion date established according to the applicable GMP Amendment.

3. In no case may the amount of liquidated damages due under this Subsection 6.9(B) for any single Day of delay exceed the highest amount, as determined according to MAG Specifications, that would be charged for any single Inexcusable Delay existing on such Day.

4. Payment of liquidated damages is to be made contemporaneously with any required payment to the Construction Manager, and such payments may be offset against each other.

ARTICLE 7
CONTRACT PRICE

7.1 Pre-construction Phase Compensation.

A. Project Designers' Services Not Included. The cost of services performed directly by the Project Designers are not included in the Construction Manager's compensation.

B. Amount. Buckeye shall pay the Construction Manager an amount not to exceed **Two Hundred Thirty-One Thousand Dollars and Zero Cents ($231,000.00)** for services performed during the Pre-construction Phase, as set forth in Article 2 above, and as more particularly described in the Pre-Construction cost summary, attached hereto as Exhibit I and incorporated herein by reference, including all cost items, allowances, and reimbursable expenses.

C. Equitable Adjustment. Compensation of Pre-construction Services shall be equitably adjusted if such services extend beyond December 31, 2024, for reasons beyond the reasonable control and not the fault or partial fault of the Construction Manager or as provided in Section 8.2 below. For changes in Pre-construction Services, compensation shall be adjusted as mutually agreed upon by Buckeye and the Construction Manager at the time of such extended services.

D. Payments. Payments for Pre-construction Services shall be due and payable within 30 Days following approval of the Construction Manager's monthly invoice by Buckeye. Payments due the Construction Manager that are unpaid for more than 30 Days from the due date of the invoice shall bear interest at the statutory rate.

7.2 Construction Phase Compensation. The portion of Contract Price applicable to the Construction Services shall be the aggregate of all approved GMP Amendments.

A. GMP. The Guaranteed Maximum Price is composed of the Direct Construction Costs and the Construction Fee. The Construction Manager is at risk to cover any additional Project costs. To the extent the combined total of the Direct Construction Costs and the Construction Fee at the conclusion of the Project is less than the GMP, the difference shall be retained by Buckeye.

B. GMP Adjustment. If a GMP requires an adjustment due to changes in the Work, the cost of such changes is determined subject to Article 8. The markups permitted on such changes shall be no greater than the markups delineated in the approved GMP.

C. Buckeye's Contingency. Buckeye's Contingency funds are to be used at the discretion of Buckeye to cover any increases in Project costs that result from Buckeye-directed changes or unforeseen Site conditions. Buckeye's Contingency will be approved in conjunction with the applicable GMP Amendment but will not be included in the full Contract Price. Markups for Construction Fee and taxes will be applied by the Construction Manager at the time that Buckeye's Contingency is used. The amount of contingency for each GMP amendment will be negotiated separately.

D. Payment Data. The Construction Manager shall submit to Buckeye, upon request, all payrolls, reports, estimates, records, and any other data concerning the Work performed or to be performed, or concerning materials supplied or to be supplied, as well as Subcontractor or Consultant payment applications or invoices, and such Subcontractor's or Consultant progress payment checks. The requirements of this Section shall be included in all contracts between the Construction Manager and its Subcontractors and Consultants. Buckeye may exercise its rights under this Section as often as reasonably necessary in Buckeye's sole judgment to ensure Buckeye has a complete and accurate understanding of all Project costs.

7.3 Adjustment in the Contract Price. Adjustment to the respective components of the Contract Price shall be made as follows:

A. Changes in the Work. For changes in the Work as provided in Article 8 below, the applicable Contract Price shall be adjusted as mutually agreed by the Parties, in writing, prior to commencement of any work pursuant to such changes.

B. Delays in the Work. For delays in the Work not caused, in whole or in part, by the Construction Manager, Subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, there will be an equitable adjustment in the Contract Price to compensate the Construction Manager for increased expenses due to unforeseeable circumstances, according to the requirements of Article 6 above.

C. Replacement Work. If the Construction Manager is placed in charge of managing the replacement of an insured or uninsured loss not caused by or the fault of the Construction Manager or other parties identified in Subsection 7.3(B) above, the Construction Manager shall be paid an additional fee in the same proportion that the applicable portion of the Contract Price bears to the estimated applicable Cost of the Work, or as otherwise agreed to by the Parties.

ARTICLE 8
CHANGES IN THE WORK

8.1 Prescribed Methods for Changes. Changes in the Construction Manager's Services shall only be made by a written Minor Adjustment or Change Order to this Agreement signed by

Buckeye and the Construction Manager. Changes involving (A) a change in the lump sum for the Pre-Construction Services set forth in Section 7.1 above, or (B) a change in any GMP, shall be considered a Change Order and must be approved as an amendment to this Agreement and executed by Buckeye and the Construction Manager. The Construction Manager shall not (A) perform any additional Services, or (B) eliminate any duties included in the Services until a written amendment addressing the Change Order has been properly approved and executed by both Parties. The Construction Manager shall proceed to perform the Services required by the Change Order only after receiving written notice from Buckeye directing the Construction Manager to proceed.

8.2 Change Control System. The Construction Manager shall establish and implement a change control system. All proposed changes shall first be described in detail in writing by the requesting party. The requesting party shall submit detailed information to the Construction Manager for evaluation concerning the costs and time adjustments, if any, necessary to perform the proposed changed work. The Construction Manager shall discuss the proposed change with the appropriate Subcontractor and endeavor to determine the Subcontractor's basis for the cost to perform the work and the effect, if any, on the applicable GMP. The Construction Manager shall make a recommendation to Buckeye pursuant to this Article 8 prior to Buckeye's acceptance of all change requests.

8.3 Minor Adjustments; Change Orders; GMP Adjustments. Changes in the Work that are within the general scope of this Agreement may be accomplished by Minor Adjustment without invalidating this Agreement; provided, however, that any change in the Work that will result in an increase to a GMP or extension of the Substantial Completion date shall be pursuant to a Change Order approved by a written amendment to this Agreement clearly delineating the amounts attributable to compensation for the General Conditions Costs, the Construction Fee and other Cost of the Work.

8.4 Determination of Cost. An increase or decrease in a GMP resulting from a change in the Work shall be determined by one or more of the following methods:

A. Unit prices set forth in this Agreement or as subsequently agreed.

B. Mutually accepted, itemized lump sum.

C. Costs determined as defined in Article 3 above.

D. If an increase or decrease cannot be agreed to as set forth in Subsections 8.4(A) and (B) and Buckeye issues a written order for the Construction Manager to proceed with the change, the cost of the change in the Work shall be determined by the reasonable expense or savings of the performance of the Work resulting from the change.

8.5 No Obligation to Perform. The Construction Manager shall not be obligated to perform changed Work until a Minor Adjustment or a Change Order/amendment to this Agreement, as applicable, has been executed by Buckeye and the Construction Manager, except as provided in Subsection 8.4(D) above.

8.6 Adjustment of Unit Prices. If a proposed change alters original quantities to a degree that application of previously agreed to unit prices would be inequitable to either Buckeye or the Construction Manager, the unit prices shall be equitably adjusted, and, if the result is an increase to a GMP, an amendment to this Agreement shall be executed.

8.7 Unknown Conditions. If, in the performance of the Work, the Construction Manager or its Subcontractor finds latent, concealed, or subsurface physical conditions that (A) differ from the conditions the Construction Manager or its Subcontractor should have reasonably anticipated, (B) differ substantially from available soils reports, or (C) differ substantially and materially from those normally encountered and generally recognized as inherent in the kind of work provided for in this Agreement at this location (occurrence of shifting and expansive soils, including clay soils and sandstone expressly noted as commonly occurring in the Project area), then the applicable GMP compensation and/or the Substantial Completion date may be equitably adjusted only if the Construction Manager notifies Buckeye within seven Days after the conditions are first observed in accordance with Article 6 above.

8.8 Emergencies. In any emergency affecting the safety of persons and/or property, the Construction Manager shall act, at its discretion, to prevent threatened damage, injury, or loss. Any change in a GMP, compensation for Pre-construction Services, the Contract Price, and/or extension of the Substantial Completion date on account of emergency work shall be determined as provided in this Agreement.

ARTICLE 9
PAYMENT

9.1 Progress Payments.

A. Submittal Process. On or before the 15th day of each month after the construction phase has commenced, the Construction Manager shall submit to Buckeye an "Application for Payment" consisting of the Cost of the Work performed up to the end of the prior month, including the cost of material stored on the Site or at other locations approved by Buckeye, along with a proportionate share of the Construction Fee. For the purpose of audit, prior to submission of the next Application for Payment, the Construction Manager shall make available at the request of Buckeye a statement accounting for the disbursement of funds received under the previous Application. The form and extent of such statement shall be as agreed upon between Buckeye and Construction Manager.

B. Buckeye's Payment. Within seven Days after approval of each monthly Application for Payment, Buckeye shall pay directly to the Construction Manager the appropriate amount for which Application for Payment is made, less amounts (1) previously paid by Buckeye, (2) sufficient to pay expenses Buckeye reasonably expects to incur in correcting deficiencies that are set forth in writing and provided to the Construction Manager, and (3) any retainage as set forth in Section 9.2 below.

C. No Liens. The Construction Manager warrants and guarantees that the title to all Work, materials, and equipment covered by an Application for Payment, whether incorporated in the Project or not, will pass to Buckeye upon receipt of such payment by the Construction Manager free and clear of all liens, claims, security interests, or encumbrances. At Buckeye's request, the Construction Manager shall complete and submit a Lien Release, in a form substantially similar to the form attached hereto as Exhibit L, with each Application for Payment

D. Non-Conforming Work. Buckeye's progress payment, occupancy, or use of the Project, whether in whole or in part, shall not be deemed as acceptance of any Work not conforming to the requirements of this Agreement or the Contract Documents.

E. Unfinished Items. Upon Substantial Completion of the Work, Buckeye shall pay the Construction Manager the unpaid balance of the Cost of the Work, General Conditions Costs, and the Construction Fee, less a sum equal to the Construction Manager's estimated cost of completing any unfinished items as agreed to between Buckeye and the Construction Manager as to extent and time for completion. Buckeye thereafter shall pay the Construction Manager monthly the amount retained for unfinished items as each item is completed.

9.2 Retainage.

A. Exceptions to Retainage Requirement. No retainage shall be withheld with respect to gross receipts tax and premiums for bonds and insurance.

B. Amount Retained. With respect to the Work, Buckeye shall retain 10% of the amount of each estimate until Final Completion and acceptance of all material, equipment, and work covered by the Contract Documents.

1. Any securities submitted by the Construction Manager in lieu of retainage as may be allowed by law, shall be deposited in an escrow account by Buckeye. Buckeye shall be listed as payee or multiple payee with the Construction Manager on all such securities.

2. When the Work is 50% completed, one-half of the amount retained, including any securities substituted pursuant to Subsection 9.2(B)(1), shall be paid to the Construction Manager upon the Construction Manager's request, provided the Construction Manager is making satisfactory progress on the Work and there is no specific cause or claim requiring a greater amount to be retained. After the construction Work is 50% completed, no more than 5% of the amount of any subsequent progress payments made under the Contract Documents may be retained, provided the Construction Manager is making satisfactory progress on the Project. If, at any time, Buckeye determines satisfactory progress is not being made, 10% retention shall be reinstated for all progress payments made under the Contract Documents after the determination.

9.3 Payment for On-site and Off-site Stored Materials. Payment shall be made on account of materials and equipment delivered and suitably stored at the Site for subsequent

incorporation in the Work. Payment may similarly be made for materials and equipment suitably stored off the Site, conditioned upon the Construction Manager furnishing evidence to the Owner that (A) title to the materials and equipment will pass to Buckeye upon payment therefore, (B) the materials and equipment are adequately insured, and (C) such other matters as Buckeye may reasonably request in order to protect its interests.

9.4 Title to Construction Work. The Construction Manager warrants that title to all Work covered by an Application for Payment shall pass to Buckeye no later than the time of payment. The Construction Manager further warrants that, upon submittal of an Application for Payment, all Work for which Applications for Payment have been previously issued and payments received from Buckeye shall be free and clear of liens, claims, security interests, or encumbrances in favor of the Construction Manager, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work.

9.5 Offset.

A. Offset for Damages. In addition to all other remedies at law or equity, Buckeye may offset against any money due to the Construction Manager any amounts the Construction Manager owes to Buckeye for damages resulting from breach or deficiencies in performance or breach of any obligation under this Agreement.

B. Offset for Delinquent Fees or Taxes. Buckeye may offset against any money due to the Construction Manager any amounts the Construction Manager owes to Buckeye for delinquent fees, transaction privilege use taxes, and property taxes, including any interest or penalties.

9.6 Final Payment.

A. Fully Completed Work. Final payment, consisting of the unpaid balance of (1) the Cost of the Work, (2) compensation for Pre-Construction Services, and (3) the Construction Fee, shall be due and payable when the Work is fully completed and accepted by Buckeye. Before issuance of final payment, Buckeye may request satisfactory evidence that all payrolls, materials bills, and other indebtedness connected with the Work have been paid or otherwise satisfied.

B. Waiver of Claims. In making final payment, Buckeye waives all claims against the Construction Manager except for:

1. Outstanding liens.

2. Improper workmanship or defective materials.

3. Work not in conformance with the Contract Documents or work not completed.

4. Terms of any special warranties required by the Contract Documents.

5. Delivery to Buckeye of all warranties, operation and maintenance manuals, record drawings, and other documents as required by the Contract Documents.

6. Right to audit Construction Manager records for a period of three years.

7. Claims previously made in writing that remain unsettled.

C. Acceptance as Waiver. Acceptance of final payment by the Construction Manager shall constitute a waiver of affirmative claims by the Construction Manager against Buckeye, its employees, elected officials, and agents, except those previously made in writing and identified as unsettled at the time of final payment.

9.7 Payments to Subcontractors.

A. The Construction Manager shall pay its Subcontractors or suppliers within seven Days of receipt of each progress payment from Buckeye and as required by Arizona law. The Construction Manager shall pay for the amount of Work performed or materials supplied by each Subcontractor or Supplier as accepted and approved by Buckeye with each progress payment. In addition, any reduction of retention by Buckeye to the Construction Manager shall result in a corresponding reduction to Subcontractors or suppliers who have performed satisfactory work. The Construction Manager shall pay Subcontractors or suppliers the reduced retention within 14 Days of the payment of the reduction of the retention to the Construction Manager. No Contract between the Construction Manager and its Subcontractors and suppliers may materially alter the rights of any Subcontractor or supplier to receive prompt payment and retention reduction as provided herein or by Arizona law.

B. Failure to Timely Pay. The Construction Manager agrees that if it fails to make payments in accordance with these provisions, Buckeye may take any one or more of the following actions:

1. Hold the Construction Manager in default under this Agreement.

2. Withhold future payments, including retention, until proper payment has been made to Subcontractors or suppliers in accordance with these provisions.

3. Reject all future offers to perform work for Buckeye from the Construction Manager for a period not to exceed one year from the date of Substantial Completion of this Project.

4. Terminate this Agreement.

5. Make a claim against the bonds required pursuant to Article 11.

C. No Waiver. Should Buckeye fail or delay in exercising or enforcing any right, power, privilege, or remedy under this Section, such failure or delay shall not be deemed a waiver, release, or modification of the requirements of this Section or of any of the terms or provisions thereof.

D. Inclusion in Subcontracts. The Construction Manager shall include these prompt payment provisions in every subcontract, including procurement of materials and leases of equipment for this Agreement.

9.8 Record Keeping and Finance Controls.

A. Retention Requirement. Records of the Construction Manager's direct personnel payroll, reimbursable expenses pertaining to this Project, and records of accounts between Buckeye and the Construction Manager shall be kept on a generally recognized accounting basis and shall be available for three years after Final Completion of the Project.

B. Audit Rights. Buckeye, its authorized representative, and/or the appropriate federal agency, reserve the right to audit the Construction Manager's records to verify the accuracy and appropriateness of all pricing data, including data used to negotiate Contract Documents and any Change Orders.

C. Pricing Data Inaccuracies. Buckeye reserves the right to decrease Contract Price and/or payments made on this Agreement, in an amount determined by Buckeye in its sole discretion, if, upon audit of the Construction Manager's records, the audit discloses the Construction Manager has provided false, misleading, or inaccurate cost and pricing data.

D. Inclusion in Subcontracts. The Construction Manager shall include a similar provision in all of its agreements with Sub-consultants and Subcontractors providing services under the Contract Documents to ensure Buckeye, its authorized representative, and/or the appropriate federal agency, has access to the Sub-consultants' and Subcontractors' records to verify the accuracy of cost and pricing data.

E. Buckeye Remedies. Buckeye reserves the right to decrease Contract Price and/or payments made under this Agreement, in an amount determined by Buckeye in its sole discretion, if the above provision is not included in Sub-consultant's and Subcontractor's contracts, and one or more Sub-consultants and/or Subcontractors do not allow Buckeye to audit their records to verify the accuracy and appropriateness of pricing data.

ARTICLE 10
INSURANCE AND INDEMNITY

10.1 Insurance Representations and Requirements.

A. General.

1. Insurer Qualifications. Without limiting any obligations or liabilities of the Construction Manager, the Construction Manager shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of "A-" or above with policies and forms satisfactory to Buckeye. Failure to maintain insurance as specified herein may result in termination of this Agreement at Buckeye's option.

2. No Representation of Coverage Adequacy. By requiring insurance herein, Buckeye does not represent that coverage and limits will be adequate to protect the Construction Manager. Buckeye reserves the right to review any and all of the insurance policies and/or endorsements cited in this Agreement but has no obligation to do so. Failure to demand such evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve the Construction Manager from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

3. Additional Insured. All insurance coverage, except Workers' Compensation insurance and Professional Liability insurance, if applicable, shall name, to the fullest extent permitted by law for claims arising out of the performance of this Agreement, Buckeye, its agents, representatives, officers, directors, officials, and employees as Additional Named Insured as specified under the respective coverage sections of this Agreement.

4. Coverage Term. All insurance required herein shall be maintained in full force and effect until all work or services required to be performed under the terms of this Agreement are satisfactorily performed, completed, and formally accepted by Buckeye, unless specified otherwise in this Agreement.

5. Primary Insurance. The Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement and in the protection of Buckeye as an Additional Insured.

6. Claims Made. In the event any insurance policies required by this Agreement are written on a "claims made" basis, coverage shall extend, either by keeping coverage in force or purchasing an extended reporting option, for three years past completion and acceptance of the services. Such continuing coverage shall be evidenced by submission of annual Certificates of Insurance and necessary endorsements citing applicable coverage is in force and contains the provisions as required herein for the three-year period.

7. Waiver. All policies, excluding Professional Liability but including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation) against Buckeye, its agents, representatives, officials, officers, and employees for any claims arising out of the work or services of the Construction Manager.

The Construction Manager shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

8. Policy Deductibles and/or Self-Insured Retentions. The policies set forth in these requirements may provide coverage that contains deductibles or self-insured retention amounts. Such deductibles or self-insured retention shall not be applicable with respect to the policy limits provided to Buckeye. The Construction Manager shall be solely responsible for any such deductible or self-insured retention amount.

9. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, the Construction Manager shall execute written agreements with its subcontractors containing the indemnification provisions set forth below and insurance requirements set forth herein protecting Buckeye and the Construction Manager. The Construction Manager shall be responsible for executing any agreements with its subcontractors and obtaining certificates of insurance verifying the insurance requirements.

10. Evidence of Insurance. Prior to commencing any work or services under this Agreement, the Construction Manager will provide Buckeye with suitable evidence of insurance in the form of certificates of insurance and a copy of the declaration page(s) of the insurance policies as required by this Agreement, issued by the Construction Manager's insurance insurer(s) as evidence that policies are placed with acceptable insurers as specified herein and provide the required coverages, conditions, and limits of coverage specified in this Agreement, and that such coverage and provisions are in full force and effect. Confidential information such as the policy premium may be redacted from the declaration page(s) of each insurance policy, provided that such redactions do not alter any of the information required by this Agreement. Buckeye shall reasonably rely upon the certificates of insurance and declaration page(s) of the insurance policies as evidence of coverage but such acceptance and reliance shall not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the policies required by this Agreement expire during the life of this Agreement, it shall be the Construction Manager's responsibility to forward renewal certificates and declaration page(s) to Buckeye 30 Days prior to the expiration date. All certificates of insurance and declarations required by this Agreement shall be identified by referencing this Agreement. A $25.00 administrative fee shall be assessed for all certificates or declarations received without a reference to this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing this Agreement will be subject to rejection and may be returned or discarded. Certificates of insurance and declaration page(s) shall specifically include the following provisions:

a. Buckeye, its agents, representatives, officers, directors, officials, and employees are Additional Insureds as follows:

i. Commercial General Liability – Under Insurance Services Office, Inc., ("ISO") Form CG 20 10 03 97 or equivalent.

ii. Auto Liability – Under ISO Form CA 20 48 or equivalent.

iii. Excess Liability – Follow Form to underlying insurance.

b. The Construction Manager's insurance shall be primary insurance with respect to performance of this Agreement.

c. All policies, except for Professional Liability, including Workers' Compensation, waive rights of recovery (subrogation) against Buckeye, its agents, representatives, officers, officials, and employees for any claims arising out of work or services performed by the Construction Manager under this Agreement.

d. ACORD certificate of insurance form 25 (2014/01) is preferred. If ACORD certificate of insurance form 25 (2001/08) is used, the phrases in the cancellation provision "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be deleted. Certificate forms other than ACORD form shall have similar restrictive language deleted.

11. Endorsements. The Construction Manager shall provide Buckeye with the necessary endorsements to ensure Buckeye is provided the insurance coverage set forth in this Article.

B. Required Insurance Coverage.

1. Commercial General Liability. The Construction Manager shall maintain "occurrence" form Commercial General Liability insurance with an unimpaired limit of not less than $1,000,000 for each occurrence, $2,000,000 Products and Completed Operations Annual Aggregate and a $2,000,000 General Aggregate Limit. The policy shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury, and advertising injury. Coverage under the policy will be at least as broad as ISO policy form CG 00 010 93 or equivalent thereof, including but not limited to, separation of insured's clause. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Buckeye, its agents, representatives, officers, officials, and employees shall be cited as an Additional Insured under ISO, Commercial General Liability Additional Insured Endorsement form CG 20 10 03 97, or equivalent, which shall read "Who is an Insured (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you." If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

2. Vehicle Liability. The Construction Manager shall maintain Business Automobile Liability insurance with a limit of $1,000,000 each occurrence on the Construction Manager's owned, hired, and non-owned vehicles assigned to or used in the performance of the Construction Manager's work or services under this Agreement. Coverage will be at least as broad as ISO coverage code "1" "any auto" policy form CA 00 01 12 93 or equivalent thereof. To the fullest extent allowed by law, for claims arising out of the performance of this Agreement, Buckeye, its agents, representatives, officers, directors, officials, and employees shall be cited as an Additional Insured under ISO Business Auto policy Designated Insured Endorsement form CA 20 48 or equivalent. If any Excess insurance is utilized to fulfill the requirements of this Subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

3. Professional Liability. If this Agreement is the subject of any professional services or work, or if the Construction Manager engages in any professional services or work in any way related to performing the work under this Agreement, the Construction Manager shall maintain Professional Liability insurance covering negligent errors and omissions arising out of the Services performed by the Construction Manager, or anyone employed by the Construction Manager, or anyone for whose negligent acts, mistakes, errors, and omissions the Construction Manager is legally liable, with an unimpaired liability insurance limit of $2,000,000 each claim and $2,000,000 annual aggregate.

4. Workers' Compensation Insurance. The Construction Manager shall maintain Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction over the Construction Manager's employees engaged in the performance of work or services under this Agreement and shall also maintain Employers Liability Insurance of not less than $500,000 for each accident, $500,000 disease for each employee and $1,000,000 disease policy limit.

5. Builder's Risk Insurance. Unless expressly waived by Buckeye in a written amendment to this Agreement, the Construction Manager shall be responsible for purchasing and maintaining insurance to protect the Project from perils of physical loss. The insurance shall provide for the full cost of replacement for the entire Project at the time of any loss. The insurance shall include as named insureds Buckeye, the Construction Manager, and the Construction Manager's Subcontractors, and shall insure against loss from the perils of fire and all-risk coverage for physical loss or damage due to theft, vandalism, collapse, malicious mischief, transit, flood, earthquake, and testing, and resulting loss arising from defective design, negligent workmanship, or defective material. The Construction Manager shall increase the coverage limits as necessary to reflect changes in the estimated replacement cost.

C. Cancellation and Expiration Notice. The Construction Manager shall provide at least 30 Days' prior written notice to Buckeye before insurance required herein expires, is canceled, or is materially changed.

10.2 Indemnity. To the fullest extent permitted by law, the Construction Manager shall indemnify and hold harmless Buckeye and each council member, officer, employee, or agent thereof (Buckeye and any such person being herein called an "Indemnified Party"), for, from, and against any and all losses, claims, damages, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys' fees, court costs, and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims") to the extent that such Claims (or actions in respect thereof) are caused by the negligent acts, recklessness, or intentional misconduct of the Construction Manager, its officers, employees, agents, or any tier of subcontractor in connection with the Construction Manager's work or services in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

ARTICLE 11
BONDS

11.1 Performance Bond. After Buckeye and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish Buckeye with an irrevocable security binding the Construction Manager to provide faithful performance of this Agreement in the amount of 100% of the percentage of the GMP attributable to the Construction Services, payable to Buckeye, and shall not include the cost of any design services, preconstruction services, finance services, maintenance services, operations services, or any other related services. Performance security shall be in the form of a performance bond, certified check, or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting Buckeye to terminate this Agreement for cause as set forth in Section 12 below. In case of default Buckeye reserves all rights. All performance bonds shall be executed on the form attached hereto as Exhibit J and incorporated herein by reference, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by Buckeye and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

11.2 Payment Bond. After Buckeye and the Construction Manager have agreed to a GMP but prior to commencing the Construction Services attributable to such GMP, the Construction Manager shall be required to furnish Buckeye with an irrevocable security for the protection of all claimants supplying labor or materials to the Construction Manager or any Subcontractor in the prosecution of the construction and not for the protection of persons providing any design services, preconstruction services, finance services, maintenance services, operations services, or other related services related to the Agreement. Payment security shall be in the amount of 100% of the portion of the GMP attributable to the Construction Services and be payable to Buckeye. Payment security shall be in the form of a payment bond, certified check, or cashier's check. If the Construction Manager fails to execute the security document as required, the Construction Manager may be found in material default of this Agreement, permitting Buckeye to

terminate this Agreement for cause as set forth in Section 12 below. All payment bonds shall be executed on the form attached hereto as Exhibit K and incorporated herein by reference, duly executed by the Construction Manager as Principal and having as Surety thereon a Surety company approved by Buckeye and holding a Certificate of Authority issued by the Arizona Department of Insurance to transact surety business in the State of Arizona. Individual sureties are unacceptable. All Insurers and Sureties shall have at the time of submission of the proposal an A.M. Best's Key Rating Guide of "A-" or better as currently listed in the most recent Best Key Guide, published by the A.M. Best Company.

ARTICLE 12
TERMINATION AND SUSPENSION

12.1 Termination by the Construction Manager.

A. Procedure. Upon 30 Days' written notice to Buckeye of one of the reasons set forth below, and if Buckeye fails to cure or initiate reasonable action to cure within 30 Days of receipt of said notice, the Construction Manager may terminate this Agreement for any of the following:

1. If the Work has been stopped for a 60-Day period:

a. Under court order or order of other governmental authorities having jurisdiction; or

b. As a result of the declaration of a national emergency or other governmental act during which, through no act or fault of the Construction Manager, materials are not available.

2. If the Work is suspended by Buckeye for more than 60 Days.

3. If Buckeye materially delays the Construction Manager in the performance of the Work.

4. If Buckeye otherwise materially breaches this Agreement.

B. Payment to Construction Manager. Upon termination by the Construction Manager in accordance with Subsection 12.1(A) above, the Construction Manager shall be entitled to recover from Buckeye payment for all Work completed to the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead, extended general conditions, and profit on the Work performed. Buckeye may subtract reasonable estimates of costs for deficient work from the payments noted above.

12.2 Termination by Buckeye for Cause.

A. Construction Manager Default. If the Construction Manager refuses or fails, except in cases for which extension of time is provided, to supply sufficient properly skilled

staff or proper materials, or disregards laws, ordinances, rules, regulations, or orders of any public authority jurisdiction, or otherwise substantially violates or materially breaches any term or provision of this Agreement, and such nonperformance or violation continues without cure for 15 Days after the Construction Manager receives written notice of such nonperformance or violation from Buckeye, then Buckeye may, without prejudice to any right or remedy otherwise available to Buckeye, terminate this Agreement.

B. Construction Manager Insolvency. Upon the appointment of a receiver for the Construction Manager, or if the Construction Manager makes a general assignment for the benefit of creditors, Buckeye may terminate this Agreement, without prejudice to any right or remedy otherwise available to Buckeye, upon giving three Days' written notice to the Construction Manager. If an order for relief is entered under the bankruptcy code with respect to the Construction Manager, Buckeye may terminate this Agreement by giving three Days' written notice to the Construction Manager unless the Construction Manager or the trustee does all of the following:

1. Promptly cures all breaches within such three-Day period.

2. Provides adequate assurances of future performance.

3. Compensates Buckeye for actual pecuniary loss resulting from such breach(es).

4. Assumes the obligations of the Construction Manager within the established time limits.

C. Failure to Agree on a GMP. If Buckeye and the Construction Manager fail, after good faith efforts, to agree upon a GMP, this Agreement may be terminated upon 15 Days' notice from either Party to the other. In the event of a termination for failure to agree on a GMP, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination under this Subsection.

12.3 Termination by Buckeye for Convenience. Buckeye may, upon 30 Days' written notice to the Construction Manager, terminate this Agreement, in whole or in part, for the convenience of Buckeye, without prejudice to any right or remedy otherwise available to Buckeye. Upon receipt of such notice, the Construction Manager shall immediately discontinue all services affected unless such notice directs otherwise. In the event of a termination for convenience of Buckeye, the Construction Manager's sole and exclusive right and remedy shall be to be paid for all Work performed and to receive equitable adjustment for all Work performed through the date of termination plus reasonable demobilization costs, subcontract and purchase order termination costs, reasonable overhead and profit on the Work performed. The Construction Manager shall

not be entitled to be paid any amount as profit for unperformed Work or Services or consideration for the termination of convenience by Buckeye.

12.4 Set Off. Upon termination of this Agreement by Buckeye, Buckeye shall be entitled to furnish or have furnished the Services to be performed hereunder by the Construction Manager by whatever method Buckeye may deem expedient. Also, in such case, the Construction Manager shall not be entitled to receive any further payment until completion of the Work and the total compensation to the Construction Manager under this Agreement shall be the amount that is equitable under the circumstances. If Buckeye and the Construction Manager are unable to agree on the amount to be paid under the foregoing sentence, Buckeye shall fix an amount, if any, that it deems appropriate in consideration of all of the circumstances surrounding such termination, and shall make payment accordingly. The Construction Manager may dispute Buckeye's assessment of the termination amount by the method of dispute resolution under Article 13 of this Agreement.

12.5 Suspension by Buckeye for Convenience.

A. Procedure. Buckeye may order the Construction Manager in writing to suspend, delay, or interrupt all or any part of the Work without cause for such period of time as Buckeye may determine to be appropriate for its convenience, but not in abrogation of the rights given the Construction Manager in Section 12.1 above.

B. Adjustments to GMP and Schedule. Adjustments caused by suspension, delay, or interruption shall be made for increases in the applicable GMP and/or the applicable Substantial Completion date. No adjustment shall be made if the Construction Manager is or otherwise would have been responsible for the suspension, delay, or interruption of the Work, or if another provision of this Agreement is applied to render an equitable adjustment.

ARTICLE 13
DISPUTE RESOLUTION

13.1 Scope. Notwithstanding anything to the contrary provided elsewhere in the Contract Documents, except for Subsection 13.4 (G) below, the alternative dispute resolution ("ADR") process provided for herein shall be the exclusive means for resolution of claims or disputes arising under, relating to, or touching upon the Agreement, the interpretation thereof, or the performance or breach by any party thereto, including but not limited to original claims or disputes asserted as cross claims, counterclaims, third party claims, or claims for indemnity or subrogation, in any threatened or ongoing litigation or arbitration with third parties, if such disputes involve parties to agreements containing this ADR provision.

13.2 Neutral Evaluator, Arbitrators. Buckeye will select a Neutral Evaluator to serve as set forth in this ADR process. Buckeye and the Construction Manager shall each select an arbitrator to serve as set forth in this ADR process. Each arbitrator selected shall be a member of the State Bar of the State of Arizona and shall have experience in the field of construction law. None of the arbitrators nor any of the arbitrator's firms shall have presently, or in the past, represented any party to the arbitration.

13.3 Neutral Evaluation Process. If the Parties have been unable to resolve the disputes after discussions and partnering, the following neutral evaluation process shall be used to resolve any such dispute.

A. Notification of Dispute. Buckeye shall notify the Neutral Evaluator in writing of the existence of a dispute within 10 Days of Buckeye or the Construction Manager declaring need to commence the neutral evaluation process.

B. Non-Binding Informal Hearing. The Neutral Evaluator shall schedule a non-binding informal hearing of the matter to be held within seven Days from receipt of notification of the existence of a dispute. The Neutral Evaluator may conduct the hearing in such manner as he deems appropriate and shall notify each party of the hearing and of its opportunity to present evidence it believes will resolve the dispute. Each party to the dispute shall be notified by the Neutral Evaluator that it shall submit a written outline of the issues and evidence intended to be introduced at the hearing and the proposed resolution of the dispute to the Neutral Evaluator before the hearing commences. Arbitrators shall not participate in such informal hearing or proceedings process. The Neutral Evaluator is not bound by the rules of evidence when admitting evidence in the hearing and may limit the length of the hearing, the number of witnesses, or any evidence introduced to the extent deemed relevant and efficient.

C. Non-Binding Decision. The Neutral Evaluator shall render a non-binding written decision as soon as possible, but not later than five Days after the hearing.

13.4 Binding Arbitration Procedure. The following binding arbitration procedure, except as provided in Subsection 13.4(G) below, shall serve as the exclusive method to resolve a dispute if any party chooses not to accept the decision of the Neutral Evaluator. The party requesting binding arbitration shall notify the Neutral Evaluator in writing within three Days of receipt of the Neutral Evaluator's decision of a request for arbitration. If the Construction Manager requests arbitration it shall post a cash bond with the Neutral Evaluator in an amount agreed upon by the Parties or, in the event of no agreement, the Neutral Evaluator shall establish the amount of the cash bond to defray the cost of the arbitration as set forth in Subsection 13.4(M) and the proceeds from the bond shall be allocated in accordance with Subsection 13.4(M) by the Arbitration Panel.

A. Arbitration Panel. The Arbitration Panel shall consist of three arbitrators: Buckeye's appointed arbitrator, the Construction Manager's appointed arbitrator, and a third arbitrator (or "Neutral Arbitrator") who shall be selected by the Parties' arbitrators as set forth in Subsection 13.4(B) below. If one or more Subcontractor(s) is (are) involved in a dispute, the Subcontractors shall agree on an appointee to serve as arbitrator on behalf of all such Subcontractors. The Neutral Evaluator shall not participate in the proceedings.

B. Selection of Neutral Arbitrator. The Parties' arbitrators shall choose the Neutral Arbitrator within five Days of receipt of notification of a dispute from the Neutral Evaluator. The Neutral Arbitrator shall have the same qualifications as those of the arbitrators set forth in Section 13.2 above. In the event that the selected arbitrators cannot agree on the Neutral

Arbitrator as set forth above, the Neutral Arbitrator shall be the "Default Neutral Arbitrator." The Default Neutral Arbitrator shall be selected as follows: Buckeye and the Construction Manager shall each submit two names to the presiding judge of the Maricopa County Superior Court, who shall select one person to serve as the Default Neutral Arbitrator.

C. Expedited Hearing. The Parties have structured this procedure with the goal of providing for the prompt, efficient, and final resolution of all disputes falling within the purview of this ADR process. To that end, any Party can petition the Neutral Evaluator to set an expedited hearing. If the Neutral Evaluator determines that the circumstances justify it, the Neutral Evaluator shall contact the selected Arbitration Panel and arrange for scheduling of the arbitration at the earliest possible date. In any event, the hearing of any dispute not expedited will commence as soon as practical but in no event later than 20 Days after notification of request for arbitration having been submitted. This deadline can be extended only with the consent of all the Parties to the dispute, or by decision of the Arbitration Panel upon a showing of emergency circumstances.

D. Procedure. The Arbitration Panel will select a chairman and will conduct the hearing in such a manner that will resolve disputes in a prompt, cost-effective manner giving regard to the rights of all parties. Each Party shall supply to the Arbitration Panel a written pre-hearing statement which shall contain a brief statement of the nature of the claim or defense, a list of witnesses and exhibits, a brief description of the subject matter of the testimony of each witness who will be called to testify, and an estimate as to the length of time that will be required for the arbitration hearing. The Arbitration Panel shall review and consider the Neutral Evaluator decision. The chairman shall determine the nature and scope of discovery, if any, and the manner of presentation of relevant evidence consistent with deadlines provided herein, and the Parties' objective that disputes be resolved in a prompt and efficient manner. No discovery may be had of any materials or information for which a privilege is recognized by Arizona law. The chairman, upon proper application, shall issue such orders as may be necessary and permissible under law to protect confidential, proprietary, or sensitive materials or information from public disclosure or other misuse. Any Party may make application to the Maricopa County Superior Court to have a protective order entered as may be appropriate to confirm such orders of the chairman.

E. Hearing Days. In order to effectuate Parties' goals, the hearing once commenced, will proceed from Day to Day until concluded, absent a showing of emergency circumstances.

F. Award. The Arbitration Panel shall, within 10 Days from the conclusion of any hearing, by majority vote issue its award. The award shall include an allocation of fees and costs pursuant to Subsection 13.4(M) below. The award is to be rendered in accordance with this Agreement and the laws of the State of Arizona.

G. Scope of Award. The Arbitration Panel shall be without authority to award punitive damages, and any such punitive damage award shall be void. The Arbitration Panel shall be without any authority to issue an award against any individual Party in excess of 20% of the original Agreement amount, but in no event shall any award exceed $2,000,000, exclusive of interest, arbitration fees, costs, and attorneys' fees. If an award is made against any individual Party in excess of $100,000, exclusive of interest, arbitration fees, costs, and attorneys' fees, it

must be supported by written findings of fact, conclusions of law, and a statement as to how damages were calculated. Any claim in excess of 20% of the original Agreement amount or in excess $2,000,000 shall be subject to the jurisdiction of the Superior Court of Arizona, Maricopa County. Any Party may contest the validity of the amount claimed if an action is filed in the Superior Court.

H. Jurisdiction. The Arbitration Panel shall not be bound for jurisdictional purposes by the amount asserted in any Party's claim, but shall conduct a preliminary hearing into the question of jurisdiction upon application of any Party at the earliest convenient time, but not later than the commencement of the arbitration hearing.

I. Entry of Judgment. Any Party can make application to the Maricopa County Superior Court for confirmation of an award, and for entry of judgment on it.

J. Severance and Joinder. To reduce the possibility of inconsistent adjudications, the Neutral Evaluator or the Arbitration Panel, may (1) at the request of any Party, join and/or sever Parties, and/or claims arising under other contracts containing this ADR provision, and (2) the Neutral Evaluator, on his own authority, or the Arbitration Panel may, on its own authority, join or sever Parties and/or claims subject to this ADR process as they deem necessary for a just resolution of the dispute, consistent with the Parties' goal of the prompt and efficient resolution of disputes; provided, however, that the Construction Manager, the Project Designers, and other Project professionals shall not be joined as a Party to any claim made by a Subcontractor. Nothing herein shall create the right by any Party to assert claims against another Party not germane to the Agreement or not recognized under the substantive law applicable to the dispute. Neither the Neutral Evaluator nor the Arbitration Panel is authorized to join to the proceeding Parties not in privity with Buckeye. The Construction Manager cannot be joined to any pending arbitration proceeding, without the Construction Manager's express written consent, unless the Construction Manager is given the opportunity to participate in the selection of the non-Buckeye appointed arbitrator.

K. Appeal. Any party may appeal (1) errors of law by the Arbitration Panel if, but only if, the errors arise in an award in excess of $100,000, (2) the exercise by the chairman or Arbitration Panel of any powers contrary to or inconsistent with this Agreement, or (3) on the basis of any of the grounds provided in ARIZ. REV. STAT. § 12-1512. Appeals shall be to the Maricopa County Superior Court within 15 Days of entry of the award. The standard of review in such cases shall be that applicable to the consideration of a motion for judgment notwithstanding the verdict, and the Maricopa County Superior Court shall have the authority to confirm, vacate, modify or remand an award appealed under this Section, but not to conduct a trial, entertain the introduction of new evidence or conduct a hearing *de novo*.

L. Uniform Arbitration Act. Except as otherwise provided herein, binding arbitration pursued under this provision shall be governed by the Uniform Arbitration Act as codified in Arizona in ARIZ. REV. STAT. §§ 12-1501, *et seq*.

M. Fees and Costs. Each Party shall bear its own fees and costs in connection with any informal hearing before the Neutral Evaluator. All fees and costs associated with any

arbitration before the Arbitration Panel, including without limitation the Arbitration Panelists' fees, and the prevailing Party's reasonable attorneys' fees, expert witness fees, and costs, will be paid by the non-prevailing Party, except as provided for herein. In no event shall any Arbitrator's hourly fees be awarded in an amount in excess of $200 per hour and (1) costs shall not include any travel expenses in excess of mileage at the rate paid by Buckeye, not to exceed a one-way trip of 150 miles, and (2) all travel expenses, including meals, shall be reimbursed pursuant to the travel policy of Buckeye in effect at the time of the hearing. The determination of prevailing and non-prevailing Parties, and the appropriate allocation of fees and costs, will be included in the award by the Arbitration Panel. Fees for the Neutral Evaluator shall be paid by Buckeye.

N. Confidentiality. Any proceeding initiated under ADR shall be deemed confidential to the maximum extent allowed by Arizona law and no Party shall, except for disclosures to a Party's attorneys or accountants, make any disclosure related to the disputed matter or to the outcome of any proceeding except to the extent required by law, or to seek interim equitable relief, or to enforce an agreement reached by the Parties or an award made hereunder.

O. Equitable Litigation. Notwithstanding any other provision of ADR to the contrary, any Party can petition the Maricopa County Superior Court for interim equitable relief as necessary to preserve the status quo and prevent immediate and irreparable harm to a Party or to the Project pending resolution of a dispute pursuant to ADR provided herein. No court may order any permanent injunctive relief except as may be necessary to enforce an order entered by the Arbitration Panel. The fees and costs incurred in connection with any such equitable proceeding shall be determined and assessed in ADR.

P. Change Order. Any award in favor of the Construction Manager against Buckeye or in favor of Buckeye against the Construction Manager shall be reduced to a Change Order amendment to this Agreement and executed by the Parties in accordance with the award and the provisions of this Agreement.

Q. Merger and Bar. Any claim asserted pursuant to this ADR process shall be deemed to include all claims, demands, and requests for compensation for costs and losses or other relief, including the extension of the Agreement performance period which reasonably should have or could have been brought against any Party that was or could have been brought into this ADR process, with respect to the subject claim. The Arbitration Panel shall apply legal principles commonly known as merger and bar to deny any claim or claims against any Party regarding which claim or claims recovery has been sought or should have been sought in a previously adjudicated claim for an alleged cost, loss, breach, error, or omission.

R. Inclusion in Other Contracts. The Construction Manager shall cooperate with Buckeye in efforts to include this ADR provision in all other Project subcontracts. The Construction Manager agrees that any modification to this ADR provision that is included in the construction or other subcontracts shall also apply to the Construction Manager. It is the intent of the Parties that any changes to this ADR provision in later contracts will be evolutionary and designed to incorporate the terms of this ADR provision without material changes to the substance or procedure of this ADR provision.

ARTICLE 14
ADDITIONAL PROVISIONS

14.1 Confidentiality. The Construction Manager shall not disclose or permit the disclosure of any confidential information except to its agents, employees, and Subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement.

14.2 Limitation and Assignment. Buckeye and the Construction Manager each bind themselves, their successors, assigns, and legal representatives to the terms of this Agreement. Neither Buckeye nor the Construction Manager shall assign or transfer its interest in this Agreement without the written consent of the other, except that the Construction Manager may assign accounts receivable to a commercial bank for securing loans without approval of Buckeye. Nothing contained in this Section shall prevent the Construction Manager from employing such consultants, associates, or Subcontractors as the Construction Manager may deem appropriate to assist in performance of the Services hereunder.

14.3 Entire Agreement. This Agreement represents the entire and integrated agreement between Buckeye and the Construction Manager and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Buckeye and the Construction Manager. Nothing contained in this Agreement is intended to benefit any third party. Subcontractors, if any, and the Project Designers are not intended third-party beneficiaries of this Agreement.

14.4 Severability. If any provision of this Agreement is held as a matter of law to be unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be enforceable without such provision.

14.5 Meaning of Terms. References made in the singular shall include the plural and the masculine shall include the feminine or neuter.

14.6 Notices and Requests. Any notice or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if (A) delivered to the Party at the address set forth below, (B) deposited in the U.S. Mail, registered or certified, return receipt requested, to the address set forth below, or (C) given to a recognized and reputable overnight delivery service, to the address set forth below:

With copies to:
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Contracts Administrator

If to Project Designers:
City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Contracts Administrator

If to Construction Manager: Felix Construction Company
2530 S. 52nd Avenue
Phoenix, Arizona 85043
Attn: David Giannetto

or at such other address, and to the attention of such other person or officer, as any Party may designate in writing by notice duly given pursuant to this Section. Notices shall be deemed received (A) when delivered to the Party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

14.7 Governing Law. This Agreement shall be governed by the laws of the State of Arizona and venue shall be in Maricopa County.

14.8 No Waiver of Performance. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

14.9 Headings. The headings given to any of the provisions of this Agreement are for ease of reference only and shall not be relied upon or cited for any other purpose.

14.10 Asbestos Free Materials. The Project is to be constructed by the Construction Manager with asbestos-free materials. A written, notarized statement on company letterhead shall be submitted to Buckeye by the Construction Manager with the final payment request certifying that the Construction Manager has incorporated no asbestos material into the Project. Final payment shall be withheld until such statement is submitted. The Construction Manager shall agree that if materials containing asbestos are subsequently discovered at any future time to have been included in the construction done by the Construction Manager or any of its Subcontractors or agents and were not specified in the design or required by the Contract Documents, the Construction Manager shall be liable for all costs related to the abatement of such asbestos and damages or claims against Buckeye notwithstanding any statute of limitations or other legal bar to any claim by Buckeye.

14.11 Cancellation. This Agreement may be cancelled by Buckeye pursuant to ARIZ. REV. STAT. § 38-511.

14.12 Survival of Representations and Warranties. Notwithstanding any other provision of this Agreement, the representations, warranties, and covenants herein shall survive termination of this Agreement.

14.13 Endangered Hardwoods Prohibited. The Construction Manager shall ensure that products containing endangered wood species shall not be utilized in the construction of the Project unless exempted pursuant to ARIZ. REV. STAT. § 34-201(J), as amended.

14.14 Records and Audit Rights. The Construction Manager's and its Subcontractor's books, records, correspondence, accounting procedures, and practices, and any other supporting evidence relating to this Agreement, including the papers of any of the Construction Manager's and its Subcontractors' employees who perform any work or Services pursuant to this Agreement to ensure that the Construction Manager and its Subcontractors are complying with the warranty under Subsection 14.15 below (all the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by Buckeye, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Construction Manager's and its Subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement, and (B) evaluation of the Construction Manager's and its Subcontractors' compliance with the Arizona employer sanctions laws referenced in Subsection 14.15 below. To the extent necessary for Buckeye to audit Records as set forth in this Subsection, the Construction Manager and its Subcontractors hereby waive any rights to keep such Records confidential. For the purpose of evaluating or verifying such actual or claimed costs or units expended, Buckeye shall have access to said Records, even if located at its Subcontractors' facilities, from the effective date of this Agreement for the duration of the work and until three years after the date of final payment by Buckeye to the Construction Manager pursuant to this Agreement. The Construction Manager and its Subcontractors shall provide Buckeye with adequate and appropriate workspace so that Buckeye can conduct audits in compliance with the provisions of this Subsection. Buckeye shall give the Construction Manager or its Subcontractors reasonable advance notice of intended audits. The Construction Manager shall require its Subcontractors to comply with the provisions of this Subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

14.15 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Construction Manager and its Subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Construction Manager's or its Subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by Buckeye.

14.16 Israel. The Construction Manager certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a "boycott" of Israel, as that term is defined in ARIZ. REV. STAT. § 35-393.

14.17 Independent Contractor. The Construction Manager is and will be an independent contractor and whatever measure of control Buckeye exercises over the work or deliverable pursuant to the Agreement will be as to the results of the work only. No provision in this Agreement will give or be construed to give Buckeye the right to direct the Construction Manager

as to the details of accomplishing the work or deliverable. These results will comply with all Applicable Laws and ordinances.

14.18 Agreement Subject to Appropriation. Buckeye is obligated only to pay its obligations set forth in this Agreement as may lawfully be made from funds appropriated and budgeted for that purpose during Buckeye's then-current fiscal year. Buckeye's obligations under this Agreement are current expenses subject to the "budget law" and the unfettered legislative discretion of Buckeye concerning budgeted purposes and appropriation of funds. Should Buckeye City Council elect not to appropriate and budget funds to pay its Agreement obligations, this Agreement shall be deemed terminated at the end of the then-current fiscal year term for which such funds were appropriated and budgeted for such purpose and Buckeye shall be relieved of any subsequent obligation under this Agreement. The Parties agree that Buckeye has no obligation or duty of good faith to budget or appropriate the payment of Buckeye's obligations set forth in this Agreement in any budget in any fiscal year other than the fiscal year in which this Agreement is executed and delivered. Buckeye City Council shall be the sole judge and authority in determining the availability of funds for its obligations under this Agreement. Buckeye shall keep the Construction Manager informed as to the availability of funds for this Agreement. The obligation of Buckeye to make any payment pursuant to this Agreement is not a general obligation or indebtedness of Buckeye. The Construction Manager hereby waives any and all rights to bring any claim against Buckeye from or relating in any way to Buckeye's termination of this Agreement pursuant to this Section.

14.19 Forced Labor of Ethnic Uyghurs. To the extent applicable under ARIZ. REV. STAT. § 35-394, the Construction Manager warrants and certifies that it does not currently, and agrees for the duration of this Agreement that it will not use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If the Construction Manager becomes aware that it is not in compliance with this paragraph, the Construction Manager shall notify the Town of the noncompliance within five business days of becoming aware of it. If the Construction Manager fails to provide a written certification that the Construction Manager has remedied the noncompliance within 180 days after that, this Agreement shall terminate unless the termination date of this Agreement occurs before the end of the remedy, in which case this Agreement terminates on the contract termination date.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first set forth above.

CITY:	CONTRACTOR:
CITY OF BUCKEYE, an Arizona Municipal corporation	FELIX CONSTRUCTION COMPANY, an Arizona corporation
Dan Cotterman, City Manager	David Giannetto, Principal

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAHk_UrUBjtOGRHAF8JKDjsN-vvd8ujIoT

EXHIBIT A
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Construction Documents]

See following pages.

EXHIBIT B
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Amendments]

See following pages.

EXHIBIT C
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[GMP Proposals]

See following pages.

EXHIBIT D
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Master Schedule]

See following pages.

EXHIBIT E
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Buckeye's RFQ]

See following pages.

CITY OF BUCKEYE

REQUEST FOR QUALIFICATIONS
RFQ #2024009

CONSTRUCTION MANAGER AT RISK
SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION
IN BUCKEYE, AZ

CONTACT PERSON
Travis M. Stewart, Contracts Administrator
tstewart@buckeyeaz.gov

Date Issued:	**July 27, 2023**
Pre-submittal Meeting	**August 14, 2023 via Teams at 3:00 PM local time**
Last Date for Questions	**August 23, 2023 electronically by 3:00 PM local time**
Qualifications Due Date	**August 31, 2023 electronically by 3:00 PM**

PLEASE NOTE: IF DOCUMENTS WERE DOWNLOADED FROM BONFIRE ON THE CITY OF BUCKEYE'S WEBSITE, BIDDER IS RESPONSIBLE FOR OBTAINING ANY AMENDMENT EITHER THROUGH UPDATES ON BONFIRE OR BY CONTACTING THE CITY CONTACT PERSON.

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SECTION 1 - INTRODUCTION

The following is a general summary of the project and is not intended to be a comprehensive scope of work. The most qualified Construction Manager at Risk team that can demonstrate experience in all the following areas will be selected to prepare a more comprehensive and complete scope of work as an exhibit and portion of their Construction Manager at Risk contract.

SECTION 2 – PROJECT SUMMARY/PRELIMINARY SCOPE OF WORK

The contractor will furnish all labor, materials, equipment and services to complete all projects as referenced in Exhibit A – Scope of Work for rehabilitating the Sundance Wastewater Reclamations Facility.

SECTION 3 – ABBREVIATED SCOPE OF WORK

The City intends to procure a CMAR to construct the rehabilitation projects described in Section 2. This project will be constructed pursuant to A.R.S. 34-601 et seq. The City may, at its discretion, reduce or add to this scope based on forecasted funding availability and/or other phasing requirements identified throughout the design process. After being selected, the CMAR will execute a contract with the City to provide pre-construction services during the design phase of the project as follows:

Pre-Construction Phase Service: Pre-construction phase services may include but are not limited to the following:

- CMAR will be a part of the Project Design Team and will participate in the Project Review and consult with City staff and the Project Engineer during project development;
- CMAR will provide cost estimating, value analysis services, value engineering and offer cost savings suggestions and best value recommendations;
- Provide project planning assistance and advise the City of ways to gain efficiencies in project delivery;
- CMAR will provide project planning, phasing recommendations and scheduling;
- CMAR will provide constructability reviews;
- CMAR will assist in the coordination of Contract Documents;
- CMAR will provide a detailed cost estimate;
- CMAR will provide the CMAR's Guaranteed Maximum Price (GMP) or multiple GMPs;
- CMAR will support the owner's goal for quality, safety, maintainability and cost savings.

The CMAR will act as the City's fiduciary and have a relationship of trust and confidence between itself and the City. For that reason, the Project will be an "open book" job whereby the City will attend any and all meetings of the CMAR firm relating to the Project and have access to any and all books and records of the CMAR relating to the Project. After CMAR has submitted Construction GMP(s) acceptable to the City, the CMAR and the City intend to execute a second contract for complete construction services for the construction of the project or certain phases of the project. The CMAR will assume the risk of delivering the project phases through a guaranteed maximum price contract. The CMAR will be responsible for construction means and methods.

Construction Phase Service: Construction elements may be delivered via one or more contracts, and the CMAR will assume the risk and be responsible for delivering the project using a GMP. The CMAR will develop a GMP for each construction contract. The CMAR will be responsible for construction means and

methods to meet the Project goals. The CMAR is expected to follow a subcontractor selection plan (developed by the CMAR) that solicits bids from prequalified subcontractors to perform work. The CMAR will provide direct public outreach during the construction phase.

SECTION 4 - PRE-SUBMITTAL CONFERENCE

A Pre-submittal conference will be held utilizing Microsoft Teams on August 14, 2023, 3:00 PM local time. The meeting link and information will be posted under the Project in Bonfire. The link can be accessed by clicking the file provided on the City's Bonfire website under Public Files on the webpage for this solicitation is as follows:

https://buckeyeaz.bonfirehub.com/projects/101714/publicFiles

Please attempt to access the meeting prior to the scheduled meeting time to identify any access issues. Attendance at this meeting is recommended since vital information necessary to the understanding of the Project and the selection process will be discussed. This meeting will be recorded using Microsoft Teams and posted to the City's website following the meeting. All attendees will be muted during the presentation. It is encouraged to participate in the written Q&A function at the end of the meeting.

SECTION 5 – SUBMITTAL REQUIREMENTS

Firms interested in this project should submit a Statement of Qualifications **electronically by August 31, 3:00 PM local time through Bonfire on the City of Buckeye's website: https://buckeyeaz.bonfirehub.com/projects/101714/requestedInformation**. The Statement of Qualifications should be in a searchable "PDF" file format. No hard copy will be required.

Submittals not received in Bonfire by the specified time will be disqualified. Feel free to contact Travis M. Stewart at tstewart@buckeyeaz.gov to ensure your submittal has been received.

Firm(s) will be selected through a qualifications-based selection process based on the criteria in Section 6:

- Submittal Cover Sheet (one (1) page)
- Section A: Project experience and qualifications of the firm (one page per project, maximum of six (6) projects)
- Section B: Past Performance Questionnaire (one form per project identified in Section A and attached to the back of SOQ as an appendix)
- Section C: Experience of key personnel to be assigned to this project (one (1) page per resume (resumes attached to the back of the SOQ as an appendix), plus organizational chart)
- Section D: Understanding of the project and approach to performing the required services. (Seven (7) page maximum)

Adherence to the maximum page criterion is critical:

- Each page (maximum 8-1/2" x 11") with criteria information will be counted.
- Do not use 11" x 14" or 11" x 17" size sheets (e.g., foldouts) unless specifically authorized.

- Pages that have project photos, charts and/or graphs will be counted towards the required number of pages.
- Front and back covers, Table of Contents pages, and divider (Section) pages will not be counted unless they include qualifications information that could be considered by the selection panel.
- Resumes should provide information for key staff (no company profiles) and should not include project pictures or general firm information.
- Any additional company information or non-key staff information included in the resume section will be counted against the maximum page requirement.
- Do not submit additional information not listed herein.
- Font size may not be less than 10 point.

Please be advised that the following **will be grounds for disqualification**, and will be strictly enforced:

- Receipt of submittal after the specified cut-off date and time
- Non-searchable PDF
- Exceeding the maximum page requirements

The City recognizes that submittals may contain confidential or proprietary information; however, the City reserves the right to make inquiries into the information disclosed. The submission of false or misleading information may be grounds for disqualification.

SECTION 6 – FORMAT AND CONTENTS OF SUBMITTAL

The selection criteria and relative weights for determining the order of firms on the final list are as follows:

SECTION	MAX SCORE
Cover Letter	0
Project experience and qualifications of the firm	25
Past performance questionnaire	10
Experience of key personnel to be assigned to this project	25
Understanding of the project and approach to performing the required services	40
Total Maximum Points	**100**

Cover Letter.

1. Provide a general description of the firm that is proposing to provide construction management services and general construction services. Explain the legal organization of the proposed firm or team.
2. Provide the following information:
    a. Your firm's full company name, address, phone number, DUNS, and email addresses for your firm's contact person for the project.

b. List the Arizona contractor licenses held by the firm. Reference the appropriate licenses held, if needed. In order to be considered for this project, the contractor must hold the correct license as deemed appropriate by the Arizona Registrar of Contractors prior to submitting a Statement of Qualifications (SOQ) for this project in accordance with Arizona Revised Statute §32-1151.
c. Identify any contract or subcontract held by the firm or officers of the firm, which have been terminated within the last five years. Identify any claims arising from a contract, which resulted in litigation or arbitration within the last three years. Briefly describe the circumstances and the outcomes.
d. Name, title, email, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority.
e. If selected as a finalist for this project, you will be required to provide a statement from an A or better surety company describing the Company's bonding capacity.

SECTION A. Project experience and qualifications of the firm. (25 points)

Identify a maximum of six (6) relevant projects (one (1) page per project) in which the firm served as either CMAR, agency Construction Manager during pre-service and construction phases or General Contractor. Greater consideration will be given to firms that have provided CMAR services on similar projects or relevant projects. Each project submitted cannot exceed one (1) one-sided page. For each project identified, provide the following:

a) Description of the project
b) Role of the firm (specify whether CMAR, Construction Manager or General Contractor. If CMAR or General Contractor, identify the percent of work self-performed.)
c) Project's original contracted construction cost and final construction cost
d) Construction dates
e) Project owner

SECTION B. Past Performance Questionnaire. (10 points)

For each project submitted in Section A, complete a Past Performance Questionnaire. The firm is directed to provide this form to the project owner or Point of Contact. Instruct the owner to complete the form and return the form with your submission. Submit Past Performance Questionnaires (one form per project identified in Section A and attached to the back of SOQ as an appendix)

If necessary, the City will contact the individual rating your performance during the evaluation process.

SECTION C. Experience of key personnel to be assigned to this project with Organizational Chart (three (3) page maximum). Resumes (one (1) page per resume) are to be placed in the back of the submittal package in the Appendix and will not be counted against the page count limit. (25 points)

Provide a short narrative regarding key personnel, their role on this project and an organizational chart. Resumes are to be attached to the back of the SOQ as an appendix. You must provide resume data for the following key personnel: Pre-Construction Director, Lead Estimator, Project Manager and Project Superintendent. You may also include resumes for other personnel that you consider key. Each resume shall be limited to no more than one page per person and shall include the following information as a minimum: (Limited to one single sided page per person) a) Name and title b) Project assignment c) Name of the firm with which associated with d) Years of experience with the firm and with other firms e) Active

professional registration, year first registered, if applicable f) Other experience and qualifications relevant to same or similar work required under this contract g) Education: degree(s), year, specialization, if applicable

SECTION D. Understanding of the project and approach to performing the required services. (40 points)

Limit to seven-page maximum.

1. Describe your approach to performing pre-construction services.

2. Describe your subcontractor qualification process. Describe how you will involve subcontractors in the pre-construction process and how you will obtain subcontractor bids (in accordance with A.R.S. 34-601).

3. Describe your approach to performing construction administration and management.

4. Describe your approach to controlling the project construction budget and schedule.

5. Describe your approach to performing quality assurance/quality control during construction.

6. Describe your approach to achieving project closeout (commissioning, punch-list completion, and warranty work).

7. Describe the approach and tools used for estimating, quantity take-offs, value analysis and earthwork reconciliation necessary for mass excavation operations during preconstruction and construction.

8. Describe your Safety Program. Provide a summary description of your safety program including sample documentation/forms. Provide a summary description of your safety program implementation plan, including assigned personnel and the percentage of their time that will be allocated to this project. Provide your Experience Modification Rate (EMR) for the last five (5) years.

9. Discuss the major issues your team has identified on this project and how you intend to address those issues.

10. Present a detailed project schedule. Provide a comprehensive CPM Schedule detailing your approach to constructing this project.

SECTION 7 - SELECTION PROCESS AND SCHEDULE

The successful firm will be selected through a qualifications-based selection process. A Selection Panel will evaluate each SOQ according to the criteria set forth in Section 6 above. The City will select a firm based on the SOQs received; formal interviews may or may not be conducted. The City may conduct a due diligence review on the firm receiving the highest evaluation.

The City expects to create a final list of at least three, but not more than five firms for this project. The City will enter into negotiations with the selected firm and execute a contract upon completion of the negotiation of fees and contract terms for City Council approval.

If the City is unsuccessful in negotiating a contract with the best-qualified firm, the City may then negotiate with the next most qualified firm until a contract is executed, or the City may decide to terminate the selection process. Once a contract is executed with the successful firm, the procurement is complete.

All firms submitting SOQs for this project will be notified directly by the City.

The following tentative schedule has been prepared for this selection (all times are local):

Questions due	August 23, 2023 no later than 3:00 PM local time
SOQs due	August 31, 2023 at 3:00 PM local time
Interviews (if needed)	September 14, 2023
Anticipated Selection	September 15, 2023

SECTION 8 - GENERAL INFORMATION

City Rights. The City reserves the right to reject any or all Statements of Qualifications, to waive any informality or irregularity in any Statement of Qualifications received, and to be the sole judge of the merits of the respective Statements of Qualifications received.

Release of Project Information. The City shall provide the release of all public information concerning this project, including selection announcements and contract award. Those desiring to release information to the public must receive prior written approval from the City.

Contact with City Employees. All firms interested in this project (including the firm's employees, representatives, agents, lobbyists, attorneys, and subcontractors) will refrain, under penalty of disqualification, from direct or indirect contact for the purpose of influencing the selection or creating bias in the selection process with any person who may play a part in the selection process, including the evaluation panel, the City Council, the City Manager, Department Heads and other City staff. This policy is intended to create a level playing field for all potential firms, assure that contract decisions are made in public and to protect the integrity of the selection process. All contact on this selection process should be addressed to the authorized representative identified below. Data Confidentiality. Except as specifically provided in the Contract, the CMAR or its subcontractors shall not divulge data to any third party without prior written consent of the City.

Legal Worker Requirements. The City is prohibited by A.R.S. § 41-4401 from awarding a contract to any CMAR who fails, or whose subcontractors fail, to comply with A.R.S. § 23-214(A). The CMAR and each subcontractor shall comply with all federal immigration laws and regulations related to their employees and compliance with the stated law. The City retains the legal right to inspect the papers of any CMAR or subcontractor employee who is awarded a contract to ensure that the firm or subcontractor is complying with the law.

Lawful Presence Requirement. Pursuant to A.R.S. § 1-501 and 1-502, the City is prohibited from awarding a contract to any natural person who cannot establish that such person is lawfully present in the United States. To establish lawful presence, a person must produce qualifying identification and sign a City-provided affidavit affirming that the identification provided is genuine. This requirement will be imposed

at the time of contract award. This requirement does not apply to business organizations such as corporations, partnerships or limited liability companies.

Protest Procedures. Firms wishing to respond to disqualification or a procurement outcome may refer to The Procurement Code of the City of Buckeye, Section 24-3-16 which governs protest procedures utilized throughout the selection process.

Questions. Questions pertaining to this selection process or contract issues should be directed to Travis M. Stewart, Contracts Administrator, at tstewart@buckeyeaz.gov.

ATTACHMENT 1

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: _____ Email : _____

Address: _____ Contact Name: _____

Phone Number: _____ Contact Phone: _____

2. Work Performed as: ☐ Prime Contractor ☐ Sub Contractor ☐ Joint Venture ☐ Other (Explain):

3. Contract Information:

Contract Number:_____

Contract Type: ☐ Firm Fixed Price ☐ Cost Reimbursement ☐ Other (Please specify):

Contract Title: _____ Contract Location: _____

Award Date (mm/dd/yy): _____

Contract Completion Date: _____ Actual Completion Date : _____

Explain Differences:

Original Contract Price (Award Amount): _____

Final Contract Price *(to include all modifications, if applicable)* : _____

Explain Differences:

4. Project Description:

Complexity of Work: ☐ High ☐ Med ☐ Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: _____ Phone Number: _____

Title: _____ Email Address: _____

6. Describe the client's role in the project:

Client Signature: **Date:**

ADJECTIVE RAITINGS AND DEFINITIONS TO BE USED TO BEST REFLECT YOUR EVALUATION OF THE CONTRACTOR'S PERFORMANCE

RAITING	DEFINITION	NOTE
(E) Exceptional	Performance meets contractual requirements and exceeds many to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor were highly effective	An Exceptional rating is appropriate when the contractor successfully performed multiple significant events that were of benefit to the Government/Owner. A singular benefit, however, could be of such magnitude that it alone constitutes an Exceptional rating. Also there should have been NO significant weaknesses identified.
(VG) Very Good	Performance meets contractual requirements and exceeds some to the Government/Owner's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor were effective	A Very Good raiting is appropriate when the Contractor successuflly performed a significant event that was a benefit to the Government/Owner. There should have been no significant weaknesses identified.
(S) Satisfactory	Performance meets minimum contractual requirements. The contractual prerformance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory	A Satisfactory raiting is appropriate when there were only minor problems, or major problems that the contractor recovered from without impact to the contract. There should have been NO significant weaknesses identified. Per DOD policy, a fundamental principle of assigning raitings is that the contractors will not be assessed a raiting lower than Satisfactory solely for not performing beyond the requirements of the contract.
(M) Marginal	Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented.	A Marginal raiting is appropriate when a significant event occurred that the contractor had trouble overcoming which impacted the Government/Owner.
(U) Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance of the element or sub-element contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.	An Unsatisfactory raiting is appropriate when multiple significant events occurred that the contractor had trouble overcoming and which impacted the Government/Owner. A singular problem, however, could be of such serious magnitude that it alone constitutes an unsatisfactory raiting.
(N) Not Applicable	No information or did not apply to your contract	Raiting will be neither positive nor negative.

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	Yes				No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes				No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes				No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(if no, please explain below)*	Yes				No	
d) In summary, provide an overall raiting for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: **Date:**

ATTACHMENT 2

SAMPLE CONSTRUCTION MANAGER AT RISK CONTRACT

Exhibit A

Scope of Work

City of Buckeye Water Resources Department

Sundance Wastewater Reclamation Facility Rehabilitation

Scope of Work

The City of Buckeye Water Resources Department has developed the following scope of work for the rehabilitation of the Sundance Wastewater Reclamations Facility and is providing the following information for each individual construction projects to be constructed based on need of the facility.

Project I: Anoxic Basin # 4 Repairs

The Anoxic Basin # 4 repairs design has been completed. Because this basin cannot be taken offline currently, the extent of the damage and the needed repairs cannot yet be defined. This project will be combined with the Headworks upgrades and repairs. The Anoxic Basin # 4 repairs will consist of the following:

- Replacement of most of the existing concrete decking over the anoxic basin with a new cast in place concrete deck
- Repair of the walls, beams and columns as needed
- Rerouting and relocations of electrical and controls wiring and conduit that is currently located within the decking of the anoxic basin
- Provide temporary effluent piping from the two existing combination headworks system to discharge into Anoxic Basin # 3
- Repair or replacement of basin fill pumps

Project II: Headworks Upgrades and Repairs

The original Headworks equipment from Phase 1 are at the end of their useful life and no longer functional. New Headworks equipment will be installed in the East Headworks Building. The West Headworks Building can then be used for storage as there is minimal storage areas provided at the plant. The design for this project is almost complete. Construction for this project will take place the same time as the repairs for Anoxic Basin #4 as there is some piping that will need to be installed within Anoxic Basin # 4. The upgrades and repairs project consists of the following:

- Demolition and disposal of the existing headworks equipment including the screens and grit system and all associated piping, electrical and miscellaneous items related to those systems
- Installation of two new Or-Tec Blue Whale combination headworks systems that includes influent screening and grit removal system
- Installation of new piping to and from the two new headworks systems
- Installation of piping and valves to include a header that collects all four screen effluent and allows for discharge into either Anoxic Basin # 3 or Anoxic Basin # 4 individually, or both basins simultaneously

Project III: Additional Tertiary Filter Installation

A new tertiary filter will be installed to provide the plant the required redundancy. The new filter will be installed south of the existing filters across the access road as there is no room for another filter within the filter gallery location. The new filter will be identical to the existing Aqua Aerobic cloth disk filter. The design for this project is almost complete and construction/installation can be completed at any time.

Project IV: Repair of Anoxic Basin #3 and Influent Pump Station

The Anoxic Basin #3 and Influent Pump Station (IPS) are in need of structural repairs. The structural damage is not as extensive as Anoxic Basin #4 and is anticipated to only require surface repairs on walls, decks, beams, and columns. One of the base elbows in the IPS needs to be replaced. The existing base elbow is no longer made and the replacement unit will require some piping modifications. All of the IPS pump guide rails and supports will need to be inspected and replaced as needed. Bypass pumping may be required for some of this work, a detailed MOPO will need to be developed and provided. Design has not been initiated on this project yet and construction can't occur until after Anoxic Basin #4 repairs have been completed.

Project V: Replacement of Odor Control Units

The two existing odor control systems do not provide proper removal of hydrogen sulfide (H2S) gases in and around the facility work properly. Both systems should be replaced with (1) Daniel Company 14' Dual Bed Carbon Absorber unit rated at 18,000 cfm and (1) 12.5' Daniel Company Dual Bed Carbon Absorber unit rated at 14,000 cfm including all necessary duct and electrical work to complete the installation. The construction for this can be completed at any time.

Project VI: Blower Replacements

The plant currently has (6) blowers for SBR 3 thru 6 and (4) blowers for the digesters. These blowers are nearing the end of their useful life. All (10) blowers will be replaced with the Aerzens hybrid rotary lobe blowers. All blowers will be the same model and size. The (6) existing SBR blowers currently have variable frequency drives (VFDs) that will either be reused or replaced for the new blowers. The (4) digester blowers are direct drive and will require the installation of Yaskawa VFDs to match the existing. Design has not been initiated on this project yet. Construction can occur any time after Anoxic Basin #4 has been repaired.

Project VII: Headworks Combination Units Replacement

The two existing headworks combination systems are nearing the end of their useful life. The recommendation is to provide two new Or-Tec Blue Whale units identical to the units described above in Project II to replace the two existing units. The screen influent will need to be rerouted to accommodate the larger size of the headworks units. The design for this has not been initiated yet. The construction can be completed any time after Anoxic Basin #4 repairs are completed.

Project VIII: Replacement of Current Generator

There are currently three generators units that provide emergency backup power generation for the facility that are nearing the end of the useful life and will be in need of replacement. The new generators will be Cummins units and will need to be integrated into the overall plant control system. Replacement sizes will be determined after an electrical load analysis has been completed and a report provide by the engineering firm with the appropriate Kw generator sizes.

Exhibit B

Plant Evaluation Design Concept Report

[Posted as a separate document on Bonfire through the City of Buckeye's website]

SOLICITATION AMENDMENT
RFQ No. 2024009
CITY OF BUCKEYE

AMENDMENT NO. 1

NOTE: Attach to Original Request for Qualifications. However, if the proposal has already been returned, complete this Amendment and return for attachment to your proposal no later than 3:00 PM, August 31, 2023.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Travis M. Stewart, Contracts Administrator
Finance Department
tstewart@buckeyeaz.gov

SOLICITATION: RFQ No. 2024009 – Construction Manager at Risk
Sundance Wastewater Reclamation Facility Rehabilitation
Last Day for Questions: **August 23, 2023, no later than 3:00 PM local time**
Proposal Due Date and Time: **August 31, 2023, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Qualifications documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the SOQ.

Questions Asked by Contractors:

Q1. Our team would like to utilize the seven-page maximum in Section D to respond effectively to items 1 through 9. Will the City of Buckeye allow the Schedule to be attached to the back of the SOQ as an appendix.

A1. The detailed project schedule that is part of Section D can be attached to the SOQ as an appendix.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED RFQ AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ No. 2024009 – Sundance Wastewater Reclamation Facility Rehabilitation

AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: August 8, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFQ, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SOLICITATION AMENDMENT
RFQ No. 2024009
CITY OF BUCKEYE

AMENDMENT NO. 2

NOTE: Attach to Original Request for Qualifications. However, if the proposal has already been returned, complete this Amendment and return for attachment to your proposal no later than 3:00 PM, August 31, 2023.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Travis M. Stewart, Contracts Administrator
Finance Department
tstewart@buckeyeaz.gov

SOLICITATION: RFQ No. 2024009 – Construction Manager at Risk
Sundance Wastewater Reclamation Facility Rehabilitation
Last Day for Questions: **August 25, 2023, no later than 12:00 PM local time**
Proposal Due Date and Time: **August 31, 2023, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Qualifications documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the SOQ.

Revisions to original RFQ:

Site Visit: A site visit has been added to the solicitation schedule for August 23, 2023 at 9:00 AM local time. This is to allow for any interested contractors to tour the Sundance Wastewater Reclamation Facility.

Location: 21760 West Watkins Street, Buckeye AZ 85326

Last Date for Questions: The last date for questions is being extended from August 23, 2023 by 3:00 PM local time to August 25, 2023 by 12:00 PM local time. The extension to the deadline for questions is due to the addition of the site visit and to allow for additional time for contractors to submit questions.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED RFQ AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ No. 2024009 – Sundance Wastewater Reclamation Facility Rehabilitation

AMENDMENT NUMBER 2
AMENDMENT ISSUE DATE: August 16, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFQ, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

SOLICITATION AMENDMENT
RFQ No. 2024009
CITY OF BUCKEYE

AMENDMENT NO. 3

NOTE: Attach to Original Request for Qualifications. However, if the Statement of Qualifications (SOQ) has already been returned, complete this Amendment and return for attachment to your SOQ no later than 3:00 PM, August 31, 2023.

City of Buckeye
530 East Monroe Avenue
Buckeye, Arizona 85326
Attn: Travis M. Stewart, Contracts Administrator
Finance Department
tstewart@buckeyeaz.gov

SOLICITATION: RFQ No. 2024009 – Construction Manager at Risk
Sundance Wastewater Reclamation Facility Rehabilitation
Last Day for Questions: **August 25, 2023, no later than 3:00 PM local time**
Proposal Due Date and Time: **August 31, 2023, no later than 3:00 PM local time**

NOTICE TO CONTRACTORS:
This Amendment forms a part of the Contract and clarifies, corrects, or modifies the original Request for Qualifications documents prepared by the City of Buckeye.

The balance of the specifications and instructions remain the same. Offeror must acknowledge receipt and acceptance of this Amendment by returning the attached Solicitation Amendment Acknowledgement Page with the SOQ.

Questions Asked by Contractors:

Q1. - RFQ Section 6.D, item 8 requires sample documentation/forms from our Safety Program. Will the City of Buckeye allow these sample documentation/forms to be attached to the back of the SOQ as an appendix?

A1. The City of Buckeye is good with the sample documentation/forms being attached to the back of the SOQ as an appendix.

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED RFQ AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ No. 2024009 – Sundance Wastewater Reclamation Facility Rehabilitation

AMENDMENT NUMBER 3
AMENDMENT ISSUE DATE: August 24, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFQ, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: _____

Authorized Signature: _____

Print Name and Title: _____

Date: _____

Address: _____

City, State, Zip Code: _____

Telephone Number: _____

Email Address: _____

EXHIBIT F
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Construction Manager's Response to the RFQ]

See following pages.

FELIX CONSTRUCTION

City of Buckeye

CMAR SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

Contract #2024009

August 31, 2023
@ 3:00 PM MST

ROC:
070935 A
083020 B-01
172036 C-11

felixconstruction.com

COVER LETTER

1. GENERAL DESCRIPTION OF THE FIRM

Felix Construction Company (Felix) is a general engineering contractor (GC) and construction manager (CM) with a focus on water and wastewater projects. With 19 years of experience working as the City of Buckeye's trusted critical infrastructure construction partner, Felix is a top choice for the Sundance Wastewater Reclamation Facility Rehabilitation.

One of the key benefits of working with Felix as your CMAR contractor is our proactive approach to problem-solving. We understand the importance of anticipating potential project issues and providing cost-effective and timely solutions to minimize any potential disruptions to the project schedule or budget. Additionally, Felix's commitment to collaboration with the City of Buckeye's Engineering and Operations Groups, as well as the design engineer, from the beginning of the project through project closeout ensures that all stakeholders are aligned, reducing the risk of miscommunications or delay.

LEGAL ORGANIZATION

Felix is a for-profit corporation, incorporated in Arizona in 1987.

2. COMPANY INFORMATION

a. **Address & Contact Person**

Felix Construction Company
2530 S. 52nd Avenue, Phoenix, AZ 85043
DUNS Number: 17-439-3983
Contact Person: David Giannetto
P: 480.464.0011
E: davidg@felixconstruction.com

b. **Arizona Contractor Licenses**

License Number	Class	Qualifying Party	Held By
070935	A- General Engineering	Zach Foster	Felix
083020	B-01 General Commercial	Archie Lopez	Felix
172036	C-11 Electrical	Dana Watts	Felix

c. **Terminations and Claims**

Neither Felix nor its officers have been subject to contract terminations, claims, or litigation in its 36-year history.

d. **Authorized Felix Signer**

David Giannetto - CMAR Manager / Principal & CEO
E: davidg@felixconstruction.com

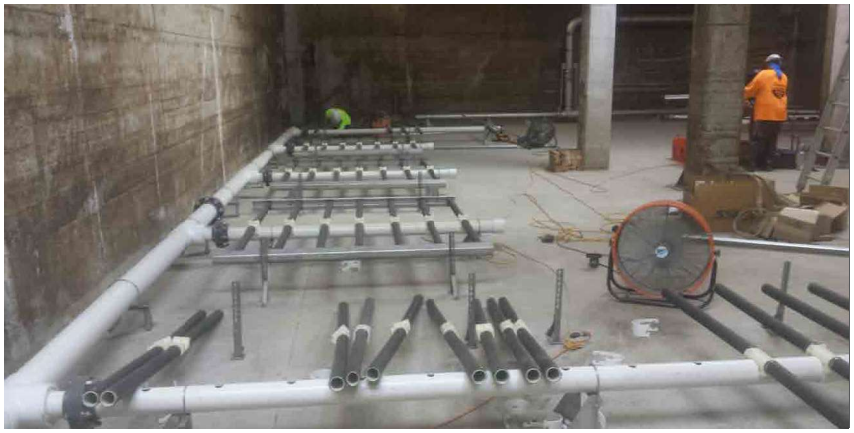
e. **Bonding statement**

Felix is a long-time client of CBI Bonding, Inc. and Travelers Casualty and Surety Company of America (an A+ rated company by A. M. Best).

$6.9 MILLION
SUNDANCE WASTEWATER PROJECTS COMPLETED BY FELIX

A. PROJECT EXPERIENCE

1 SUNDANCE WRF (BUCKEYE JOC) / Buckeye, AZ



a. Description of the Project: Felix has extensive knowledge of the Sundance WRF having completed several renovation projects. Working with the operations staff, our team has worked diligently to complete repairs and avoid disruption to the facility. Felix has familiarity with Buckeye utilizing WIFA requirements on repairs made at the facility and understand the efforts needed to meet them.

Work included:

- Rehabilitate two Disc Filters at the Sundance Water Reclamation Facility
- Aeration Repairs
- Repairs - Anoxic Basins 1, 3, 4, 5, & 6
- Repairs to SBR 4 - clean sludge and liquid, remove and replace diffuser membranes, remove and replace base plates
- Odor Control Scrubber Replacement
- Disc Filter 2
- Replace Centrifuge
- New Electrical Equipment
- Modifications to SBR 1 & 2 - including replacement of three blowers, recoat existing pipe, new PLCs, programming, and electrical upgrades

b. Role of the Firm: General Contractor (JOC)
Preconstruction Services including Constructability Review, Value Engineering, Conceptual Estimates, Cost Estimating, Long - Lead Material procurement, and Scheduling.
85% work self-performed

c. Original Cost / Final Cost: $4.8 M / $4.8M

d. Construction Dates: September 2019 - September 2023

e. Project Owner:
City of Buckeye
Arnold Coronado
P: 623.349.6000
E: acoronado@buckeyeaz.gov

PROJECT RELEVANCY TO SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

Existing Facility | Key Team | Anoxic Basin | Headworks | Odor Control | Blower Replacement | Influent Pump Station | Bypass Pumping | Programming

A. PROJECT EXPERIENCE

2 EPCOR: NORTHWEST VALLEY WATER RECLAMATION FACILITY (NWVWRF) / Sun City AZ

a. Description of the Project: Felix has completed numerous major improvement projects at the EPCOR Northwest Valley Water Reclamation Facility. Our team has worked closely with operations staff to develop an understanding of preferences and needs that aided in the progression of projects, and completed dozens of critical MOPO plans and bypassing operations during these projects to keep the plant in operation.

Work included:

- New Headworks Structure - including new screening equipment and new electrical systems and instrumentation.
- New Grit Handling Structure - including a new grit system, grit pumps and associated mechanical, electrical and instrumentation upgrades.
- New 750KW Generator
- New Blowers and Aeration Equipment - including mechanical, electrical and instrumentation modifications.
- Replacement of 3 of the existing odor control number units and the associated mechanical, structural, and electrical upgrades.
- Rehabilitation of Primary Clarifier No. 1
- Rehabilitation of the plants chemical feed room and piping systems.
- Rehabilitation of the Bioreactors - including the addition of a flow splitting structure.
- Installation of a 3000A main plant switchboard, complete replacement of MCC-4, replacement of MCC-5 circuit breakers, and refeeding of cabling for MCC-2.
- Replacement of the SES & ATS - including the addition of modern "SMART" Automatic Transfer Switch.

b. Role of the Firm: CMAR
Preconstruction Services including Constructability Review, Value Engineering, Conceptual Estimates, Cost Estimating, and Scheduling.
85% work self-performed

c. Original Cost / Final Cost: $10.1M / $10.1M

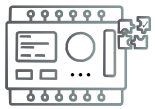
d. Construction Dates: June 2017 - June 2022

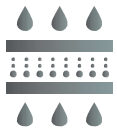
e. Project Owner:
EPCOR
Rick Alvarez
P: 623.882.7943
E: ralvarez@epcor.com

PROJECT RELEVANCY TO SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

Existing Facility

Key Team


Programming


Headworks

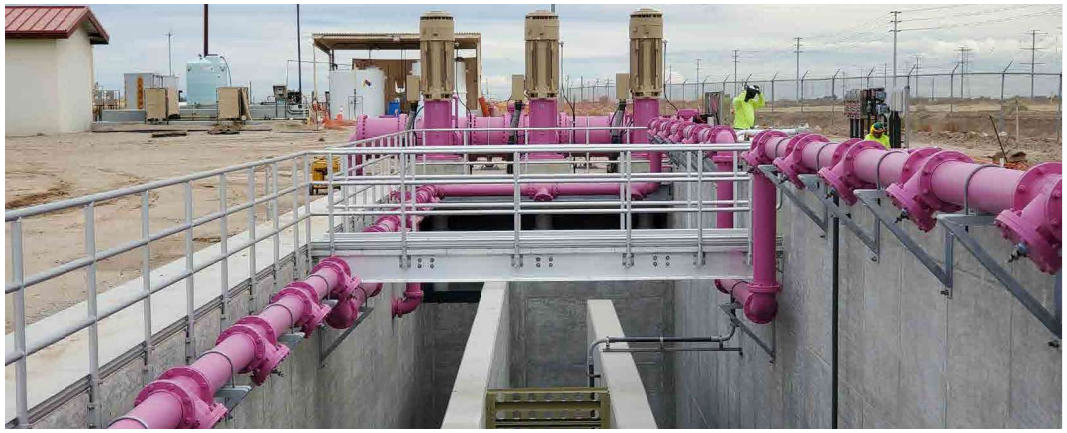
Generator Replacement

Odor Control

Bypass Pumping

A. PROJECT EXPERIENCE

3 157TH AVENUE WRF EXPANSION / Goodyear, AZ



a. Description of the Project: Felix was selected as the CMAR for this project, which expanded the Goodyear 157th Ave WTP from 4.0 MGD to 6.0 MGD.

Work included:

- Influent Pump Station
- Odor control system
- Onsite Forcemain
- Replacement of Aeration fine Bubble Diffusers
- Replacement of Sedimentary Basin Clarifier Equipment
- Chlorine Contact Basin with an Effluent Pump Station
- New Centrifuge and Solids Handling Improvements
- Demolition
- Associated Electrical and Instrumentation
- Yard Piping
- Grading
- Bypass Pumping and performing related required work.

It was important that the city was able to maintain its existing operations as we were constructing its new structures and installing the new equipment. We developed Maintenance of Plant Operations (MOPO) plans that outlined each segment of our work and how it related to its ability to maintain its operations. We were able to bypass equipment that needed to be replaced and sequenced work during low flow periods in order to limit the exposure during the outages. We brought the new facilities online prior to decommissioning the old, existing facilities.

b. Role of the Firm: CMAR
Preconstruction Services including Constructability Review, Value Engineering, Conceptual Estimates, Cost Estimating, and Scheduling at 60%, 90%, and 100% Design Plans. Felix also provided electrical site investigations and evaluation of the electrical and communication infrastructure.
85% work self-performed

c. Original Cost / Final Cost: $14.6M / $14.6M

d. Construction Dates:
February 2018 – May 2020

e. Project Owner:
City of Goodyear
Todd Carpenter
P: 623.882.7943
E: todd.carpenter@goodyearaz.gov

PROJECT RELEVANCY TO SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

Existing Facility · Key Team · Basin · Headworks · Generator Replacement · Odor Control · Install New Blower · Influent Pump Station · Bypass Pumping

A. PROJECT EXPERIENCE

4 SURPRISE WASTEWATER JOC - SPA 1 IMPROVEMENTS / Surprise, AZ

a. Description of the Project: Felix successfully executed a significant number of renovations for the City of Surprise Spa 1. Our collaborative team worked closely with the operations staff to gain insights into their preferences and requirements, which greatly facilitated the project's success. We efficiently executed numerous crucial MOPO plans and conducted bypass operations to ensure uninterrupted plant operation

Work included:

- Chlorine Piping Repairs - comprehensive repair and enhancement.
- WRF Hydraulic Repairs - install of new pipe, fittings, and valves to improve hydraulic flow between the basins
- Bar Screen Replacement
- Odor Control Replacement
- Junction Structure
- Plant IV and V Low Pressure Common Effluent Pump Station - increase efficiency of recharge well system by retrofitting two existing pumps
- Installation of launder covers at plant 4 & 5 clarifiers
- SPA 1 P3 and P4 influent check valve replacements
- Rehab the existing 54" influent line using bypass pumping
- 136th Ave Junction Bypass - bypass pumping with pump watch, and 2 flow monitoring to develop an accurate influent flow for bypass system(s)

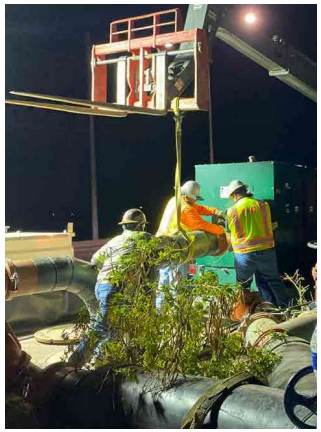
b. Role of the Firm: General Contractor (JOC)
Preconstruction Services including Constructability Review, Value Engineering, Conceptual Estimates, Cost Estimating, and Scheduling.

85%work self-performed

c. Original Cost / Final Cost: $4.2M / $4.2M

d. Construction Dates:
June 2018 - May 2023

e. Project Owner:
City of Surprise
Michael Boule
P: 623.222.7040
E: michael.Boule@surpriseaz.gov



PROJECT RELEVANCY TO SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

Existing Facility · Key Team · Headworks · Odor Control · Blower Replacement · Influent Pump Station · Bypass Pumping

A. PROJECT EXPERIENCE

5 23RD AVENUE, WWTP / Phoenix, AZ

a. Description of the Project: Felix was selected and awarded three consecutive contracts for the City of Phoenix Wastewater Facility (2015, 2018, and 2021) due to high quality performance.

Work included:

- Influent Pump Station
- Grit Removal
- Aeration Tanks
- Disinfection
- Plant Water System
- Solids Handling
- Electrical Equipment Installation
- Analyzers
- Flow Meters
- Sensors
- VFDs
- SCADA - PCLs & RTU Programming
- Odor Control

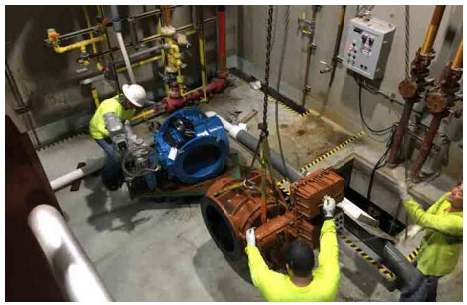
b. Role of the Firm: General Contractor (JOC)
Preconstruction Services including Constructability Review, Value Engineering, Conceptual Estimates, Cost Estimating, and Scheduling

90 %work self-performed

c. Original Cost / Final Cost: $19.8M / $19.8M

d. Construction Dates: May 2016 - July 2022

e. Project Owner:
City of Phoenix
Christine Close
P:602.363.2674
E: christine.close@phoenix.gov



PROJECT RELEVANCY TO SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

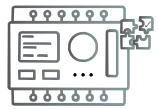
EXISTING FACILITY

KEY TEAM

HEADWORKS

GENERATOR REPLACEMENT

ODOR CONTROL


PROGRAMMING

INFLUENT PUMP STATION

BYPASS PUMPING

A. PROJECT EXPERIENCE

6 GOODYEAR RAINBOW VALLEY WATER RECLAMATION / Goodyear, AZ

a. Description of the Project: Felix has completed numerous major projects at the Rainbow Valley Water Reclamation Facility. Kept plant operational while making the improvements.

Work included:

- Replacement of static influent bar screen.
- Remove and replace aeration system in five aeration basins. Including procurement and installation of two variable frequency drives (VFD).
- Construct the new disc filter facility.
- Facility operations upgrades including the installation of a new 12" DIP cement-lined waterline, complete with fittings and valves, 2" fiber optic conduits, fire suppression system upgrades, repair of existing clarifier, and 8' diameter precast manhole.
- Upgrades to existing Influent Pump Station
- Disconnection of existing rental centrifuge and install of new. Buried conduit installation from existing panel to new centrifuge.

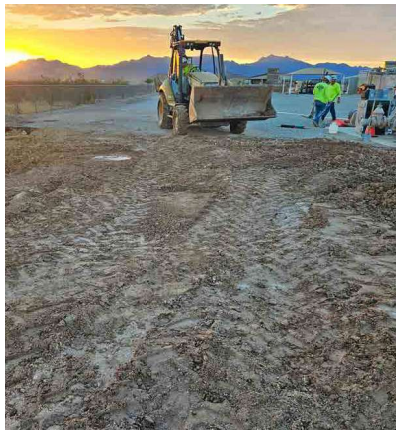
b. Role of the Firm: General Contractor (JOC)
Preconstruction Services including Constructability Review, Value Engineering, Conceptual Estimates, Cost Estimating, and Scheduling.

85%work self-performed

c. Original Cost / Final Cost: $2.5M / $2.5M

d. Construction Dates:
6/1/2019 - 5/1/2023

e. Project Owner:
City of Goodyear
Todd Carpenter
P: 623.882.7943
E: todd.carpenter@goodyearaz.gov



PROJECT RELEVANCY TO SUNDANCE WASTEWATER RECLAMATION FACILITY REHABILITATION

B. PAST PERFORMANCE VERIFICATION FORMS

The following Past Performance Verification Forms are attached in the Appendix:

1. **Arnold Coronado, City of Buckeye**
   P: 623.349.6000
   E: acoronado@buckeyeaz.gov

2. **Rick Alvarez, EPCOR**
   P: 623.882.7943
   E: ralvarez@epcor.com

3. **Todd Carpenter, City of Goodyear**
   P: 623.882.7943
   E: todd.carpenter@goodyearaz.gov

4. **Michael Boule, City of Surprise**
   P: 623.222.7040
   E: michael.Boule@surpriseaz.gov

5. **Christine Close, City of Phoenix**
   P:602.363.2674
   E: christine.close@phoenix.gov

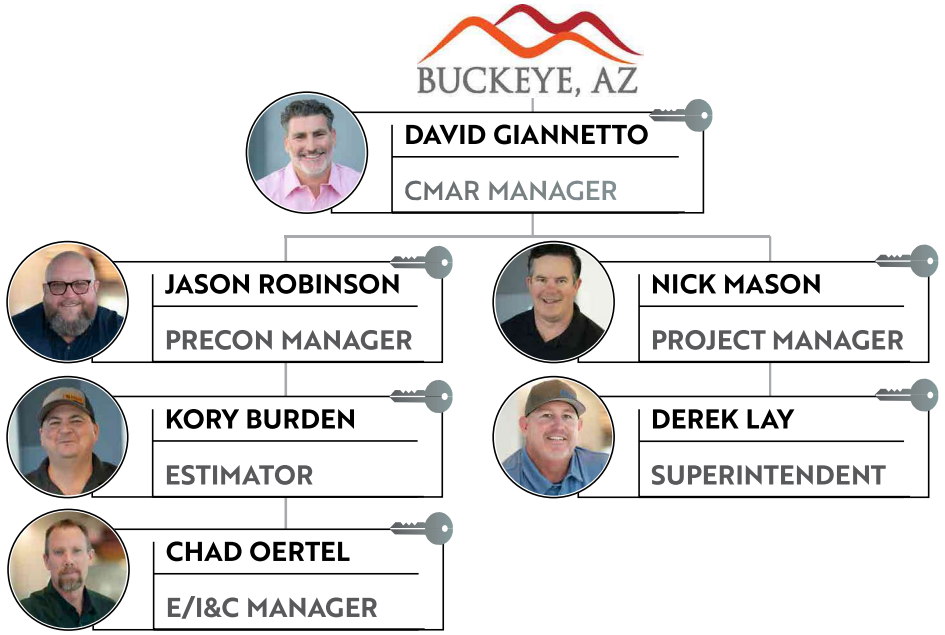
6. **Todd Carpenter, City of Goodyear**
   P: 623.882.7943
   E: todd.carpenter@goodyearaz.gov

C. EXPERIENCE OF KEY PERSONNEL

1. **Organization Chart**

Selecting the right team is essential for the successful completion of any project. For the Sundance WRF Rehabilitation project, Felix has carefully chosen a team of experts with a wealth of experience in constructing similar projects. With a combined 141 years of experience in the water/wastewater construction industry, our team has a comprehensive understanding of every scope item that will be required for the Sundance WRF project. Moreover, each member of the team has a proven track record of collaborative work with all stakeholders involved. The Felix team is well-equipped and well-prepared to ensure that the Sundance WRF is built to the highest standards of quality and sustainability. By selecting our team, we are confident that the Buckeye Wastewater Reclamation Rehabilitation project will be completed efficiently, effectively, and successfully.

Felix has selected team members, David Giannetto (CMAR Manager), Nick Mason (Project Manager), Derek Lay (Project Superintendent), Chad Oertel (E/I&C Project Manager), Kory Burden (Senior Estimator) and Jason Robinson (Preconstruction Manager) based upon their extensive knowledge and experience with the Sundance Wastewater Reclamation Facility. Our resources and capability, coupled together with the ability to self-perform up to 85% of the project's scope, make Felix the best choice for this CMAR. Below is our organization chart showing key and support personnel.



FELIX CONSTRUCTION COLLECTIVE TEAM EXPERIENCE

62 YEARS FELIX CONSTRUCTION

150 YEARS CONSTRUCTION INDUSTRY

2. Experience & Narrative Regarding Key Personnel

	Key Personnel	Role	Years at Felix	Years in Industry	Home Office	Key Personnel	Project 1 Sundance WRF	Project 2 NWWWRF EPCOR	Project 3 157th Avenue WTP	Project 4 Surprise SPA 1 WTP	Project 5 23rd Ave WWTP	Project 6 Goodyear RVWRF	Goodyear RVWRF Expansion	Sonoran Mt. Ranch Tank Rehab	Las Brisas Lift Station Bio Filter	Florero Teravalis Water Campus	Beardsley WRF Bio Filter
	David Giannetto	Principal, CMAR Manager	21	26	PHX	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Jason Robinson	Preconstruction Manager	4	27	PHX	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Kory Burden	Senior Estimator	11	27	PHX	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓
	Nick Mason	Project Manager	9	15	PHX	✓	✓		✓	✓		✓		✓			✓
	Derek Lay	Project Superintendent	15	24	PHX	✓	✓	✓	✓	✓					✓		✓
	Chad Oertel	E/I & C Project Manager	2	31	PHX	✓	✓			✓	✓	✓	✓	✓	✓		
	Luis Gutierrez	Safety Manager	7	20	PHX		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓

- David's extensive experience and knowledge gained from his experience as CMAR Manager make him a valuable addition for the Sundance WRF Project. He will provide insights into design, budgeting, scheduling, and feasibility, ensuring that the project is set up for success.
- Jason has over 27 years of experience providing oversight and management of water and wastewater projects. As the preconstruction manager, he specializes in working with clients and project stakeholders to help develop comprehensive plans for construction projects, from initial concept to final design. He will provide invaluable insight and help steer the decision for systems selection, site selection, and material procurement.
- Kory has been the Lead Estimator for every Felix proposal or GMP to the City of Buckeye for the last ten years and knows the requirements and expectations. Kory is well-equipped to provide accurate budgets, especially concerning the required renovations.
- Nick is a highly experienced project manager with a decade of expertise in the industrial, water, and wastewater industries, including recent experience at the Sundance WRF facility. Nick's expertise and familiarity with the facility will help to align the project with the goals the City has for this facility.
- Derek's extensive involvement in Sundance WRF projects positions him as the best Superintendent for this project. He has familiarity with the facility's operational needs and relationships with the onsite staff. Derek is committed to ensuring a high level of quality to ensure the success of this project.
- With a track record of successfully managing numerous electrical projects across the valley, Chad's proficiency will ensure a seamless completion of electrical aspects for the Sundance WRF.

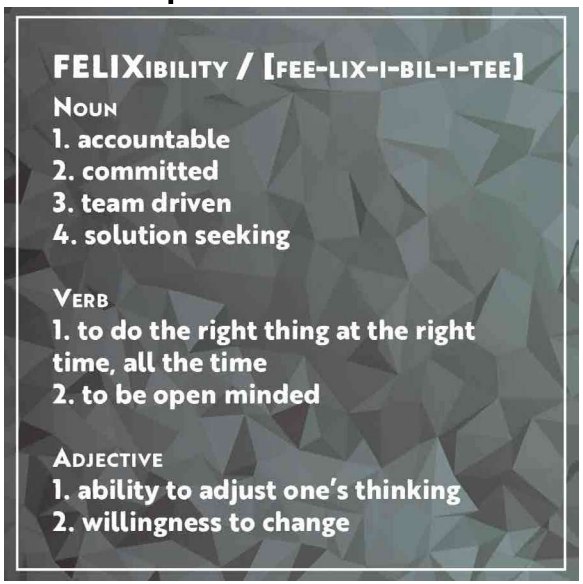
D. UNDERSTANDING OF THE PROJECT & APPROACH

1. APPROACH TO PERFORMING PRECONSTRUCTION SERVICES

CMAR Preconstruction Services

At Felix, our project management approach is centered on proactive problem-solving, attention to detail, and **FELIXibility.** Our experienced project management team understands that avoiding project pitfalls is crucial to the success of any project. As such, we prioritize early identification and correction of potential issues before they escalate. **This begins in preconstruction with a detailed project plan outlining the scope, objectives, and alignment with the clients needs and expectations**. Having a clear understanding of the project before it starts is key to ensuring that the project is completed on time and within budget.

We understand that construction projects can become unpredictable, and flexibility is necessary to ensure that the needs of the City and the entire project team are met. As such, **we remain open and flexible in our approach to project management, ensuring that we can adapt to any changes that may arise during the construction process.**



Estimating

All of Felix's cost models for Alternative Delivery projects are "open book" and all of our cost estimating information will be available to the City for review. We will guarantee competitive pricing by obtaining multiple quotes for all major equipment and material. Our team can produce complete and accurate cost models.

2. DESCRIBE YOUR SUBCONTRACTOR QUALIFICATION PROCESS

85% SELF-PERFORM CAPABILITIES

Felix will select major subcontractors based on qualifications alone, or a combination of qualifications and price, but not on price alone (in accordance to ARS §34-603 and ARS §41-2578). Felix requires that all subcontractors first go through our pre-qualification process. This process evaluates the financial stability, bonding capacity, safety record, and takes into consideration the experience of work on similar projects as well as our past work experience with the subcontractor. Typically, we select subcontractors based on a combination of qualifications and price.

We will select on qualifications alone if:

- *Design assistance is needed during the preconstruction phase*
- *Proprietary services or products are required*
- *Accelerated project schedule is necessary*

Outside of the scopes specifically identified for qualification selection, subcontractors will be selected through our process outlined in **FIGURE 1**.

In many cases Felix is suited to self-perform the work. **Unless otherwise identified, any self-performed work by Felix will be competitively priced and compared to other bids from qualified subcontractors.** We will evaluate the need to subcontract these scopes if there are schedule or manpower concerns associated with doing so.

FIGURE 1
SUBCONTRACTOR SELECTION PROCESS

1. ANALYZE PROJECT SCOPE FOR SUBCONTRACTOR NEEDS
2. IDENTIFY SCOPE FOR QUALIFICATIONS ONLY AND COMBINATION OF QUALIFICATIONS/PRICE
3. SUBMIT LIST OF PRE-QUALIFIED SUBS TO BUCKEYE FOR APPROVAL
4. SOLICIT APPROVED SUBCONTRACTORS
5. EVALUATE SOQS AND/OR BIDS TO REVIEW WITH SUBCONTRACTORS FOR COMPLETENESS
6. PREPARE SUBCONTRACTOR SUMMARY WITH AWARD RECOMMENDATION AND SUBMIT TO BUCKEYE
7. ISSUE CONTRACTS TO SELECTED SUBCONTRACTORS

EXAMPLE – GILBERT SITE 20 ELECTRICAL

FELIX IS THE CMAR CONTRACTOR FOR A RESERVOIR & BOOSTER PUMP STATION PROJECT FOR THE TOWN OF GILBERT. OUR STATEMENT OF QUALIFICATIONS AND SUBSEQUENT PLANNING WAS BASED ON USING FELIX E/I&C FOR THE ELECTRICAL SCOPE ON THE PROJECT. AS THE PROJECT TIMELINE SHIFTED AND THE PROJECT BUDGET GOT DEVELOPED, IT WAS IN THE BEST INTEREST OF THE TOWN TO BID OUT THE ELECTRICAL SCOPE. FELIX E/I &C WAS ONE OF THREE BIDDERS, HOWEVER, WAS NOT THE SUCCESSFUL LOW BIDDER. AS SUCH, FELIX WILL BE USING ANOTHER TRUSTED SUBCONTRACTOR FOR THE ELECTRICAL SCOPE ON THE PROJECT.

3. APPROACH TO PERFORMING CONSTRUCTION ADMINISTRATION & MANAGEMENT

Felix's goal as the CMAR is to perform our work in the best interest of the City.

- We will identify potential issues early, and develop creative solutions.
- Our team will review construction issues early in the project in order to eliminate potential lost time or increased cost.
- All of our project managers are well-versed in AutoCAD and produce work packages throughout the project. Work packages integrate the engineered drawings, structural requirements, approved submittals, operational clearance, and safety considerations for the field personnel to use while building the work. See an example of a Felix work package in **FIGURE 2.**
- Once the equipment is bid out, submitted to the engineer, and approved, Felix uses work packages to avoid conflicts between civil, concrete, mechanical, electrical, and instrumentation work.
- With our 5-week look-ahead schedules, communication, and work packages, Felix is able to mitigate potential issues upfront before they go to the field.

We take full responsibility for safety, cost control, meeting the schedule, quality, and managing our subcontractors and suppliers.

4. BUDGET & SCHEDULE

Felix has developed a wide array of systems and processes that have consistently led to successful CMAR projects.

Our planning tools help us deliver a project that the Owner expects.

- Scoping meeting to develop a matrix of tasks and responsibilities.
- Development of a preliminary milestone schedule with updates to schedule as the project progresses.
- Provide open book estimating and cost modeling using our in-house cost modeling system.
- Set up and maintain a secure project portal giving all of the project stakeholders access to updated project information.
- Bluebeam sessions to document each iteration of the design review process. We will evaluate the design for constructability, bidability, and value engineering comments.

Scheduling

Felix's scheduling process is designed to ensure seamless project execution and minimize disruptions to your operations. Our team leverages Microsoft Project to create critical path method (CPM) schedules, which track long-lead materials and construction modifications to keep you informed on all aspects of the project. In addition, we will develop separate 5-week look ahead schedules to accurately plan materials, decisions, and manpower.

With upper management involved in the process, we can address all project items upfront without any delays from higher leadership. By partnering closely with the City, we can obtain any special sequencing or timing requirements to produce a detailed and accurate schedule tailored to Buckeye's needs. Our realistic and accurate scheduling approach ensures that your operations are minimally impacted and your project is completed on time and on budget.

5. QUALITY CONTROL

Our Quality Control Program includes field quality inspections along with document review for both accuracy and the most current methods and materials. Daily inspections by our project superintendents and QC team on-site will answer questions and resolve issues

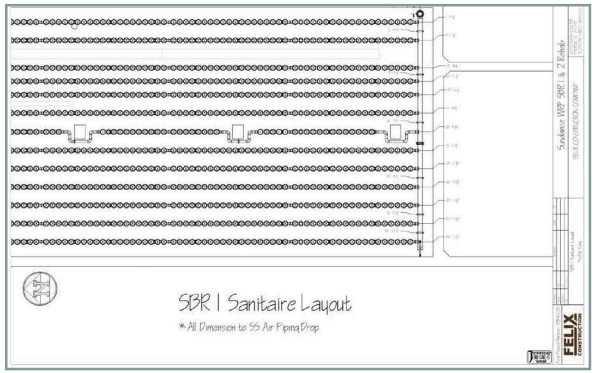
FIGURE 2 - WORK PACKAGES

FELIX

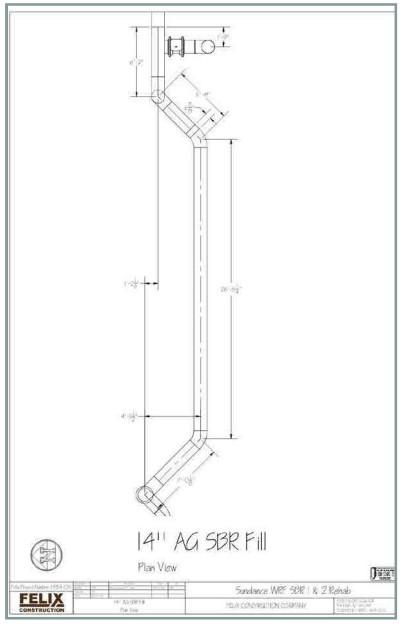
WORK PACKAGES

BENEFITS:

- **Single document that includes all the project's field-verified dimensions.**
- **Checked and verified by the Felix Project Superintendent.**
- **Results in minimal errors in the field.**



EXAMPLE: SUNDANCE WRF SBR 1 & 2 REHAB



EXAMPLE: SUNDANCE WRF SBR 1 & 2 REHAB

14" AG SBR FILL

4545784.3

early, eliminating unexpected costs and non-compliance issues. **Nick Mason and Derek Lay** are committed to quality control through accurate work packages and making the project a better experience.

Example – Sundance WRF

While setting up the aeration equipment at Sundance, a task that involved meticulously placing over 1000 diffusers level and without any air leaks, our team took the initiative to thoroughly inspect the entire installation process for accuracy. Following the successful installation, an unforeseen incident occurred at the plant, compelling us to utilize the basin for storage until the equipment could be examined and tested by the manufacturer.

Once the situation was managed, we collaborated closely with the plant operators to gain access to the site. This allowed the manufacturer's representative to assess the equipment. The inspection affirmed the impeccable nature of the initial installation, thereby preparing it for online operation. The attention to quality during the initial installation proved invaluable, preventing a potential scenario where extensive rework would have been necessary due to the basin's unexpected flooding.

6. PROJECT CLOSEOUT

Closeout

Our closeout process is designed to ensure a seamless transition from construction to operation of the facility. Following the steps outlined in **FIGURE 3** allows us to identify any issues and correct them before we turn the plant over to the City.

Warranty

We are firm believers in the significant role warranties play in leaving a good lasting impression. While we prioritize upholding our contractual commitments, our dedication extends far beyond. Our approach is centered on delivering exceptional service. Recognizing the vital importance of water infrastructure, we commit to swift and punctual responses to all request. We facilitate the same level of service for our subcontractors and vendors. Even after the contractual warranty period concludes, our collaboration doesn't end. We will continue to work with you to find solutions to any issues that may arise.

7. TOOLS FOR ESTIMATING, QUANTITY TAKEOFF, VALUE ANALYSIS, AND EARTHWORK RECONCILIATION

Felix has created an in-house software that allows us to produce accurate estimating specifically for this type of work called Quality, Scope, and Price (QSP). Felix uses this program to easily read, understand, list, and track every cost item and ensures that no items are ever overlooked.

FIGURE 3 - CLOSEOUT PROCESS

Contractor Check Out	Operational Testing	Engineer Witnessed Validation Testing (Start Up)	Operational Training	Commissioning
Who should be there: ▶ Felix ▶ Felix Subs & Vendors **Who should not be there:** ▶ Owner, Engineer, Operations ▶ Anyone NOT working for Felix **Example:** Turn on electricity, pump motors/confirm rotation, point-to-point	**Who should be there:** ▶ Felix ▶ Felix Subs & Vendors ▶ Anyone needed to allow testing of the remaining work **Who should not be there:** ▶ Owners, Engineer **Example:** Couple pump, I/O checkout, program/scada checkout, initial instrumentation calibration, test pumping	**Who should be there:** ▶ Felix ▶ Felix Subs & Vendors ▶ Engineer ▶ Operations **Who should not be there:** ▶ Owner **Example:** Witness I/O checkout, pump to system, run the process under normal conditions	**Who should be there:** ▶ Felix ▶ Felix Subs & Vendors ▶ Engineer ▶ Operations ▶ Owner **Who should not be there:** ▶ N/A **Example:** Vendor training with system in normal operating conditions (pump, treating)	**Who should be there:** ▶ Everyone

Felix believes that a well-prepared scope of work is the key to receiving responsive, competitive bids. QSP eliminates the need to add money to offset ambiguity, prevents duplications between bids for sub-disciplines, allows bid evaluations on an equal basis, reduces contingencies, and reduces the likelihood of change orders.

Felix uses BlueBeam software to help define and clarify the scope of the project, review constructability, bidability, and add value engineering comments. It is a software that allows Felix to redline existing drawings, implement photographs, aerial/Google earth images, etc., to demonstrate the proposed scope of work.

Felix uses BuildingConnected to leverage the largest subcontractor and supplier network in the construction industry to manage our subcontractor bid process. We are able to solicit subs and suppliers, compare bids, and manage the process all through the online system. We can also tailor bid scopes and run reports so the project team can choose the sub or vendor that brings the best value for the project.

8. SAFETY PROGRAM

Felix's primary goal is to provide a safe working environment for our employees and subcontractors. We want to ensure that everyone goes home at the end of the day. Luis Gutierrez is our safety manager and will make weekly visits to the jobsite. The EMR letter is attached to the appendix.

We have achieved this goal by:

- Proper Planning for both Known and Potential Hazards
- Employee Safety Training - **We have identified the following safety requirements for the scope of work for this project:**
  - Confined Space - our crews have experience working inside the basins at Sundance.
  - Fall Protection – Basins are 25 feet deep and will require temporary guardrail at all openings. Crew members will access the basins with ladders and will be equipped with a harness and retrieval device for any emergencies
  - LOTO - Working around any motorized or powered equipment we will follow all LOTO procedures. LOTO procedures will be coordinated with the plant operators
  - Slips and Trips
  - Heat - Work will take place during summer months where heat and humidity in the basins can reach dangerous levels. Our superintendent, Derek Lay will evaluate the conditions daily and make sure crew members are taking enough breaks to not get over heated.
  - Hoisting and Rigging - Proper procedures are essential for the installation of equipment within basins. Given the confined nature of the covered basins at Sundance, with restricted accessibility for piping and valves, meticulous hoisting and rigging plans become necessary. Our approach will draw from our experience in executing similar tasks on SBR's 1 and 2. During those projects, substantial equipment was craned into basins and further aided by chain hoists and lifts within the basins themselves to achieve precise equipment positioning.
- **Continuing to Foster a Culture at Felix Construction where Safety is Everyone's Responsibility.**

During our recent work at Sundance all the above safety control measures were implemented successfully. We worked inside the basins for 6 months through varying conditions installation precision equipment safely without any incidents.

9. MAJOR ISSUES IDENTIFIED ON THIS PROJECT.

Issue 1 **Issue:** Flows into the Sundance plant are often unpredictable. The combination of heavy rains and infiltration into the sewer system can lead to excess flows at the plant. This increased flow can wreak havoc on plant processes and has the potential to overwhelm the plant. When this occurs, plant staff must act quickly to respond. While Anoxic Basin #3 or #4 are offline for repair, this challenge is increased exponentially.

Solution: During preconstruction, Felix will collaborate with City Staff and Wood to develop an Emergency Response Plan. The plan will include a list of emergency contacts and phone numbers, a list of crew members, and equipment set aside to assist with any excessive flows. This **Emergency Response Team (ERT)** will be comprised of employees who live in the West Valley and equipment housed at the plant or nearby, ready for deployment. Plant staff will have direct access to Superintendent Derek Lay and select foremen to activate the team. The ERT will be onsite within 2 hours of receiving the first call.

Issue 2 **Issue:** Preparing for the work in Anoxic Basins will require careful planning. Knowing that the plant is already operating at or near capacity and having already spent significant time planning and pricing this work under our JOC Contract, the Felix team has intimate knowledge of the existing electrical, mechanical, and structural systems. The development of a detailed MOPO for this work will be vital to the success of this project component.

Solution:

- **Anoxic Basin #4 (AB4)**
  Electrical Systems: The extensive concrete repairs in AB4 will require the existing

electrical conduit & wiring that runs through the deck to be relocated. Because the extent of the deck repairs is not fully known at this time, Felix suggests that a new permanent conduit be run overhead in the building to all the existing equipment. A detailed electrical Maintenance of Plant Operations (MOPO) plan will be developed during preconstruction to address any challenges and lay out a plan for this work.

- **Isolation of AB4:** A second, separate MOPO will be developed during preconstruction to address the isolation needed to complete repairs to the basin concrete. The existing gates in this basin are leaky, and getting a watertight seal will require a creative solution. Felix is very familiar with the inner workings of the plant and will bring this knowledge to this issue.

When working on AB2, we were able to plug the penetration between AB2 & AB3 with a circular plug. Assuming that the penetration between AB3 & AB4 is also circular, this method may work there as well.

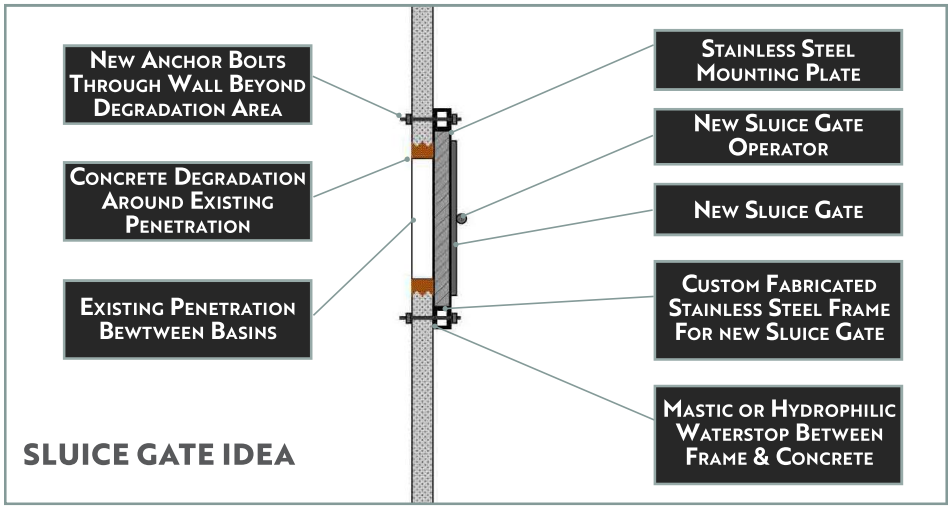
- **Anoxic Basin #3 (AB3)**
  Keeping AB1 & AB2 Online: The plant will need to continue to use AB1 & 2 while AB3 is offline. This will require a robust bypass system. With extensive knowledge of the plant's capabilities and limitations, Felix will submit a Bypass Plan that accounts for all required flows, redundancy, operational limitations, and safety considerations.
- **Isolation of AB3:** Much like AB4, isolating AB3 will take detailed planning and a creative solution. While working to isolate AB4, Felix will incorporate a plan to isolate AB3 as well. This may include temporary measures, but it is very likely that a permanent solution will be more reliable and provide Plant Staff with operational flexibility in the future.

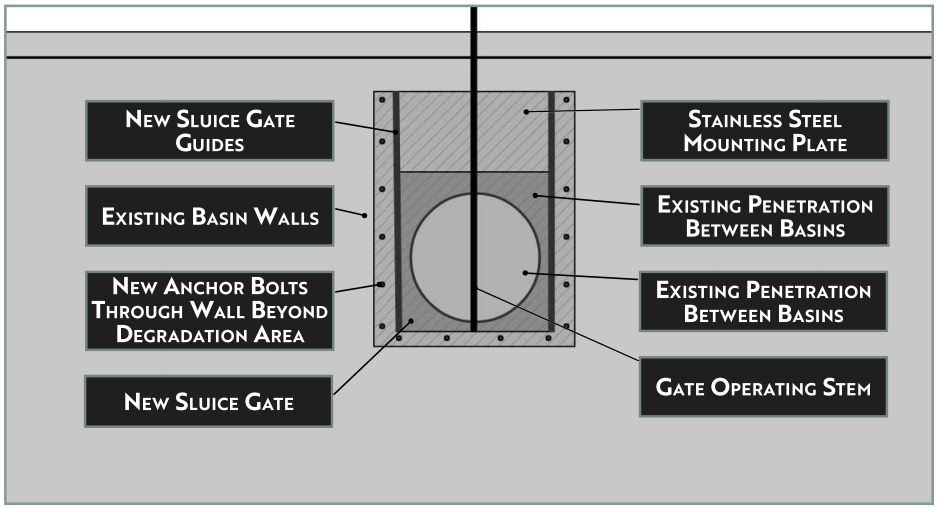
Issue 3 **Issue:** Replacing the existing and installing two new headworks units without interrupting ongoing plant operations will be a challenge. The timing, sequencing, and execution of this scope has the potential to have a significant impact on the regular, daily operations of the plant.

Solution: Felix will leverage the knowledge of plant operations that we've gained from completing over 20 separate Job Orders at this plant to ensure that installation, start-up, and commissioning of the headworks units go smoothly.

Issue 4 **Issue:** Switching out the electrical generators while ensuring that emergency power supply to the plant will require a meticulously detailed plan. A temporary generator system will be designed and installed to ensure that the plant has backup power throughout this scope of work, and several MOPOs will be developed to facilitate the tie-overs.

Solution: Felix will leverage our technical knowledge of the plant and in-house electrical group to develop this strategic plan. We will focus on one generator switch out at a time. Once the temporary generator is set and ready, we will disconnect the old one being replaced, tie in the temp system, and then complete the replacement. After the new generator is positioned, a second MOPO will be conducted to connect it, test it, and put it in service. This carefully coordinated operation ensures a smooth transition to temp backup power and then back to the new permanent generator, allowing vital systems to remain online.

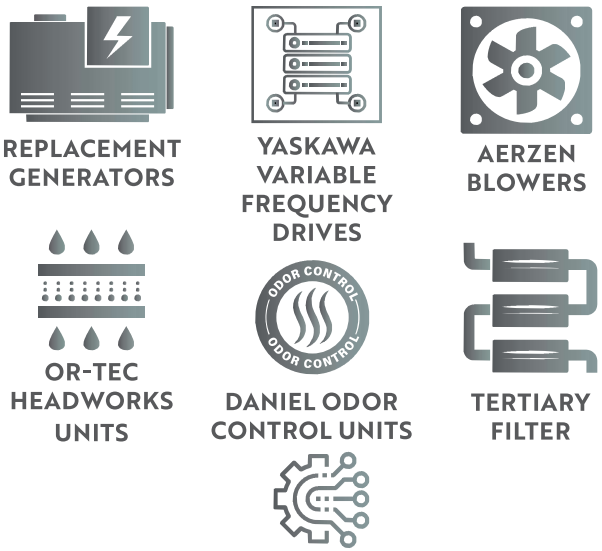




Issue 5 **Issue:** The construction industry is experiencing extended lead times for equipment and material of all kinds, and it has become a real challenge that threatens to extend project schedules. Vendors and manufacturers are resistant to commit to shop drawing and fabrication schedules until they have received a Purchase Order and once in fabrication, supply chain and labor issues can extend lead times unexpectedly. While many items have seen these extended lead times, some of the most common are electrical gear, control panels, treatment equipment and generators. To minimize the overall project schedule, Felix has identified several specific long lead equipment items and scopes of work that should be included in GMP 1 (**FIGURE 4**).

Solution: In order to get long lead equipment ordered as early as possible and to mitigate the risks associated with procurement delays, Felix will collaborate closely with City Staff and Wood to determine what documentation will be needed for long lead items to be designed, ordered, and manufactured as quickly as possible. We have seen great success when the engineer develops performance specs and minimal plans early.

FIGURE 4: LONG LEAD ITEMS TO INCLUDE IN GMP 1



To complete this project within an acceptable time frame, we have identified the following key steps:

- **Establish design phasing to prioritize key long lead components early in the design process.** This may require City Staff and Wood to make decisions about equipment without all the details in hand or based on informed assumptions. Making decisions early in design and getting vendors on board is key to beginning the procurement process and avoiding unnecessary project delays.
- **Price out the potential long lead equipment with preliminary design information and conservative capacity assumptions.** Once vendors have been selected, Felix will issue letters of intent and purchase orders at risk if necessary to get submittals started and the procurement process moving.
- **Develop long lead and early work GMPs associated with prioritized equipment and potential early start work scopes.**
- **Hold project work sessions with City Staff, Wood, and equipment manufacturers to iron out critical issues before the first submittals are sent out.** This "work session" will allow the first round of submittals to be more complete with the goal of receiving an "Approved as Noted" designation after the first submittal. Doing so will get fabrication started as early as possible and help insure on time delivery of critical long lead equipment.

EXAMPLE – RECENTLY, FELIX WORKED CLOSELY WITH HILGART WILSON ENGINEERS (A COLLIERS COMPANY), THE PROJECT OWNER HOWARD HUGHES CORPORATION AND OUR INDUSTRY PARTNERS TO GET ELECTRICAL GEAR, GENERATORS, CONTROL PANELS, WELL PUMPS & MOTORS, AND VERTICAL TURBINE PUMPS INCLUDED IN AN EARLY OUT LONG LEAD GMP BASED ON CONSERVATIVE PERFORMANCE SPECIFICATIONS, SINGLE LINE DIAGRAMS AND P&ID SHEETS. THIS EARLY FOCUS ON LONG LEAD ITEMS PAIRED WITH A COLLABORATIVE APPROACH TO SUBMITTAL REVIEWS HAS ALLOWED US TO GET EQUIPMENT IN THE MANUFACTURING PROCESS MONTHS AHEAD OF A TYPICAL LONG LEAD PROCUREMENT PROCESS AND HAS GIVEN THE OWNER AND ENGINEER TIME TO DEVELOP THE REST OF THE DETAILED DESIGN AROUND EQUIPMENT ALREADY ORDERED.

Issue 6 **Issue:** Although much of the design for the concrete repairs in Anoxic Basins #3 & #4 has been completed, it has been noted in the RFQ that the extent of these repairs is unknown at this time. Guarding against scope creep on the concrete repair in the Anoxic Basins will be important to maintain the project budget and schedule.

Solution: Felix has included 6 weeks in the proposed schedule for AB3 and AB4 for Wood to complete an assessment of the repairs needed. Felix will prepare a proposal to quantify the schedule and budget for these repairs and to work through any revisions to the proposal that may be necessary. Taking the time to accurately assess the condition of the concrete will help the project team set expectations for the duration and evaluate the cost/benefit ratio of the work. Should it be determined at this time that an alternate path is desirable, there is still time to adjust the plan without expending additional time or resources.

FELIX SUCCESS STORIES AT THE SUNDANCE PLANT

- **CENTRIFUGE:** We made a recommendation to move centrifuge to a different location based on constructability concerns. This decision resulted in the preservation of the existing equipment, affording us an additional layer of redundancy.
- **SBR 1 AND 2:** This location encountered multiple instances of flooding caused by rain events. Our team efficiently managed these situations, minimizing work disruptions and effectively mitigating the cost impact on the project.
- **SBR 1 AND 2 - SBR INSTALLATION QUALITY:** Following the conclusion of the project and just before its completion, the basins experienced flooding. Collaborating closely with the City, we orchestrated the drainage and cleaning of the basins, enabling a comprehensive final inspection of the aeration system. This inspection was successful on its initial attempt, attesting to the high quality of the SBR installation.
- **SBR 1 AND 2 - AERZEN BLOWERS LAYOUT:** We coordinated closely with plant team and made recommendations for a blower layout.

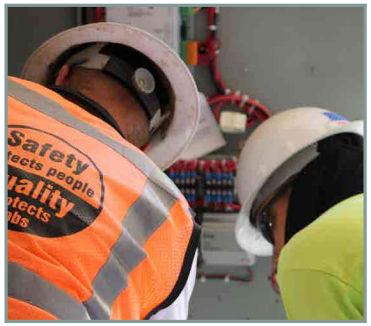
WE ARE YOUR SOLUTION TO LONG LEAD ELECTRICAL ITEMS

Felix is the only water/wastewater General Contractor in Arizona that has an in-house Electrical, Instrumentation & Controls Group.

- This unique feature allows us to control equipment and manpower completely and independently to meet project needs.
- Our FLEXIBILITY when planning and phasing electrical work is unmatched in Arizona.

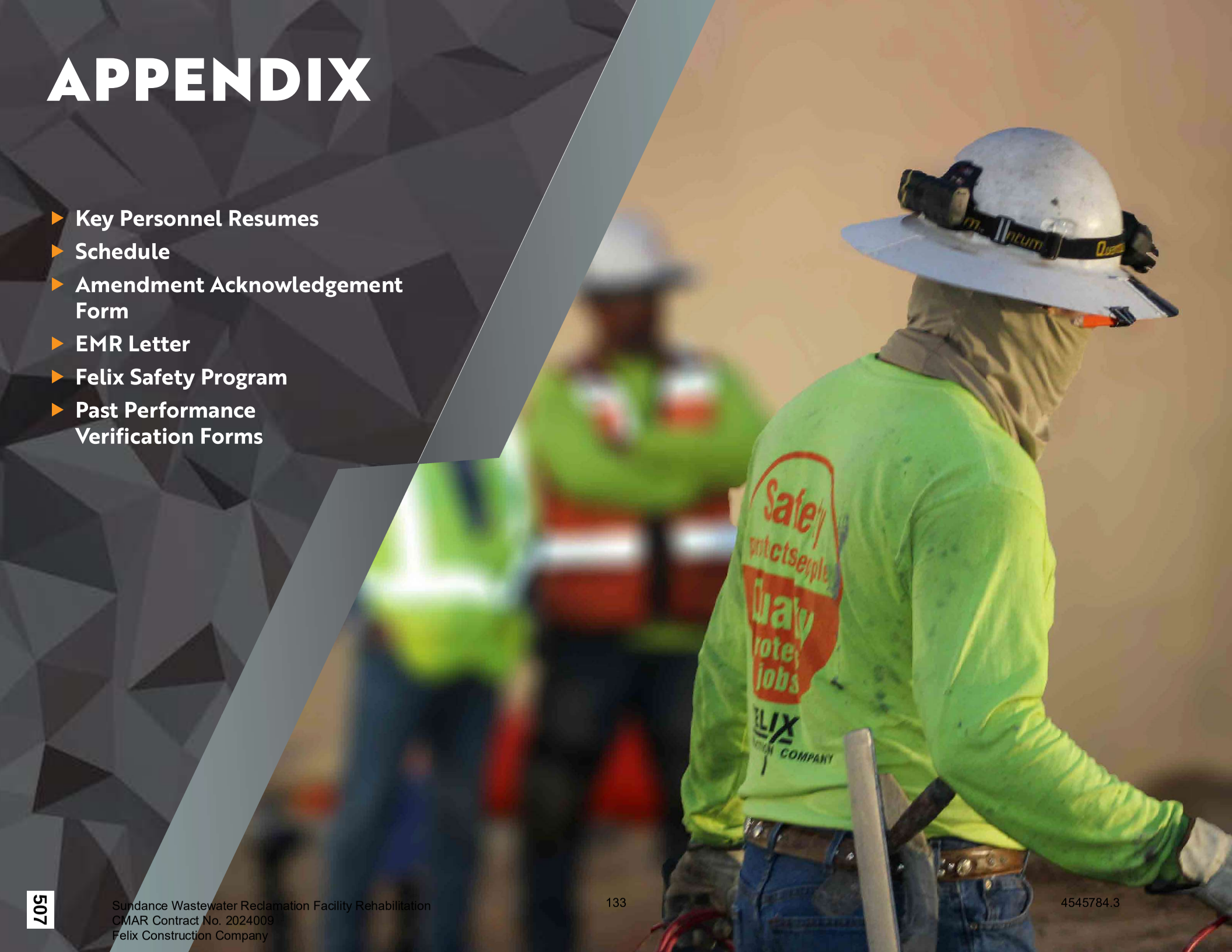
Felix is the ONLY water/wastewater contractor in Arizona to have an in-house UL Certified Panel Shop and UL 508A / 698A Industrial Control Panel Shop.

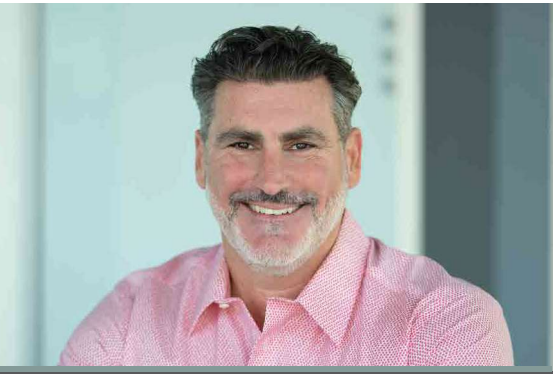
- Having the ability to build control panels allows Felix to manage and mitigate some of the challenges associated with lead times and availability.



APPENDIX

- Key Personnel Resumes
- Schedule
- Amendment Acknowledgement Form
- EMR Letter
- Felix Safety Program
- Past Performance Verification Forms





DAVID GIANNETTO

CMAR Manager

David has worked in the water and wastewater construction industry since 1997, managing numerous water production, distribution, and treatment facilities for various municipalities and private owners across the Western US. David joined Felix in 2002 and has been working predominantly on Alternative Delivery projects (CMAR, Design-Build, and JOC) for the last 10 years. He possesses both the construction theory provided by formal education and the real-world skills provided by "hands-on" construction work. He manages projects from the preconstruction services phase through final completion and start-up of construction. As the CMAR Manager for this project, David will be overseeing all preconstruction and construction activities. His 20+ years of experience with water and wastewater projects of all types, provides him with key insight to this CMAR project.

21 Years with Felix

26 Years Total Experience

100% Local

- Felix Leadership Team

EDUCATION:

- BS, Construction - Arizona State University's Del E. Webb School of Construction
- AS, Architecture - Palm Beach Community College

TRAINING & CERTIFICATIONS:

- OSHA 30 Hour
- Maricopa County Rule 310 Certified
- Alliance for Construction Excellence Courses: Alternative Project Delivery Methods, Value Engineering & Conceptual Cost Estimating
- Alliance for Construction Excellence JOB Order Contracting Training

PROJECT ASSIGNMENT:

- Surprise SPA 1

Notable Projects:

- Buckeye JOC, Sundance WRF, Buckeye, AZ
- EPCOR Northwest Valley Water Reclamation Facility, Sun City, AZ
- 157th Avenue WRF Expansion, Goodyear, AZ
- Surprise Wastewater JOC - SPA 1 Improvements, Surprise, AZ
- 23RD Avenue, WWTP, Phoenix, AZ
- Goodyear Rainbow Valley Water Reclamation, Goodyear, AZ
- Kingman Downtown Wastewater Treatment Plant, Kingman, AZ
- Rainbow Valley WRF Phase I (Precon), Goodyear Valley, AZ
- Lift Station 77, Phoenix, AZ
- NWVWRF Odor Control, Sun City, AZ
- Carver Sewer Lift Station, Tempe, AZ
- EPCOR Verrado WRF Improvements, Buckeye, AZ
- EPCOR Anthem WRF Improvement, Anthem, AZ
- Butler - WRF, Peoria, AZ
- Wickenburg Ranch WRF, Wickenburg, AZ
- North Water Treatment Plant, Gilbert, AZ
- Rancho Mercado Water Facility, Surprise, AZ
- Desert Oasis Water Production Facility, Surprise, AZ
- West Deer Valley, Surprise, AZ

508

Sundance Wastewater Reclamation Facility Rehabilitation
CMAR Contract No. 2024009
Felix Construction Company

JASON ROBINSON

Preconstruction Manager

Jason has over 27 years of experience providing oversight and management of water and wastewater projects. As the preconstruction manager, Jason specializes in working with clients and project stakeholders to help develop comprehensive plans for construction projects, from initial concept to final design. He will provide invaluable insight and help steer the decision for systems selection and material procurement. Jason's ability to develop and manage a successful preconstruction process combined with his knowledge will set the foundation for a smooth and efficient construction process for the City of Buckeye.

4 Years with Felix

27 Years Total Experience

100% Local

EDUCATION:

- Business Management University of Phoenix

TRAINING & CERTIFICATIONS:

- PMP (Project Management Professional) - Project Management Institute
- VMA (Value Methodology Associate) - SAVE International
- ENV SP (Envision Sustainability Professional) - Institute for Sustainable Infrastructure

PROJECT ASSIGNMENT:

- Surprise SPA 1
- Peoria Zone 6E
- Floreo

Notable Projects:

- Kingman Downtown Wastewater Treatment Plant, Kingman, AZ
- 23rd Avenue WWTP, Phoenix, AZ
- EPCOR Northwest Valley Water Reclamation Facility, Sun City, AZ
- Surprise Wastewater JOC - SPA 1 Improvements, Surprise, AZ
- Surprise SPA 1, Surprise, AZ
- Surprise SPA 2, Surprise, AZ
- Rainbow Valley WRF Phase I (Precon), Goodyear Valley, AZ
- CM Wolf WRF Odor Control, Avondale, AZ
- *Liberty Utilities – 4AL and 6AL Transmission Lines
- *Liberty Utilities - Well 6AL Equipping
- *Fountain Hills Sanitary District – Aquifer Storage & Recovery Wells and Park Restrooms
- *Phoenix – Water Production & ASR Well
- * GHD – OU2 Injection Wells and Transmission Line
- * Phoenix – Anthem Booster Pump Station Rehabilitation
- *Fountain Hills Sanitary District – Aquifer Storage & Recovery Wells and Park Restrooms
- Pulte Homes – Desert Oasis WWTP Dismantle
- Phoenix – Sewer Lift station Modifications
- Clarkdale – WWTP Expansion
- Glendale – Arrowhead WRF Disinfection Byproducts Mitigation

**Previous Firm*

509

Sundance Wastewater Reclamation Facility Rehabilitation
CMAR Contract No. 2024009
Felix Construction Company

KORY BURDEN

Senior Estimator

With an impressive career of over 27 years in the industry, including 11 years of dedicated service with Felix, Kory embodies an unparalleled depth of experience. His has a track record of consistently delivering precise and accurate estimates for a multitude of projects including projects for the City of Buckeye. Kory's collaborative approach is evident in his seamless coordination with preconstruction managers to meticulously prepare estimates. His familiarity with the Buckeye Sundance Water Reclamation Facility, coupled with his innate understanding of the facility's nuances, uniquely positions him to prepare estimates that capture the project's intricate requirements.

11 Years with Felix

27 Years Total Experience

100% Local

EDUCATION:

- B.S. Advanced Tech Studies Southern Illinois University
- A.S. Architecture, Morrison Institute of Technology

TRAINING & CERTIFICATIONS:

- OSHA 10 Hour
- A.C.E. - JOC Certification

PROJECT ASSIGNMENT:

- Lead Estimator for all Felix Estimates

Notable Projects:

- Buckeye JOC, Sundance WRF, Buckeye, AZ
- EPCOR Northwest Valley Water Reclamation Facility, Sun City, AZ
- 157th Avenue WRF Expansion, Goodyear, AZ
- Surprise Wastewater JOC - SPA 1 Improvements, Surprise, AZ
- 23RD Avenue, WWTP, Phoenix, AZ
- Goodyear Rainbow Valley Water Reclamation, Goodyear, AZ
- Kingman Downtown Wastewater Treatment Plant, Kingman, AZ
- Rainbow Valley WRF Phase I (Precon), Goodyear Valley, AZ
- CM Wolf WRF Odor Control, Avondale, AZ
- EPCOR Verrado WRF Improvements, Buckeye, AZ
- EPCOR Anthem WRF Improvement, Anthem, AZ
- Butler - WRF, Peoria, AZ
- Lift Station 77, Phoenix, AZ

NICK MASON

Senior Project Manager

With a career spanning more than 17 years dedicated to constructing water and wastewater infrastructure across Arizona, Nick brings a wealth of experience and insight to this CMAR project. His extensive familiarity with the Buckeye Sundance Wastewater Reclamation Facility serves as a distinct advantage, positioning him to make informed decisions that align with the project's unique requirements. Having undertaken numerous projects within the Buckeye JOC, Nick possesses an unparalleled understanding of the site's intricacies, thus ensuring seamless integration into the project's development. As the primary contact with the City of Buckeye, Nick's communication and relationship-building skills will facilitate a cohesive collaboration with all stakeholders throughout the project.

9 Years with Felix

17 Years Total Experience

100% Local

EDUCATION:

- BS, Construction Management
  Colorado State University

TRAINING & CERTIFICATIONS:

- First Aid / CPR

PROJECT ASSIGNMENT:

- Buckeye JOC
- Peoria JOC

Notable Projects:

- Buckeye JOC, Sundance WRF, Buckeye, AZ
- 157th Avenue WRF Expansion, Goodyear, AZ
- Surprise Wastewater JOC - SPA 1 Improvements, Surprise, AZ
- Goodyear Rainbow Valley Water Reclamation, Goodyear, AZ
- Beardsley WRF Bohn Biofilter, Sun City, AZ
- Peoria Zone 6E RES/BPS, Peoria, AZ
- Greenway WTP On-Site Distribution System, Peoria, AZ
- Sonoran Mountain Ranch WT Tank Rehab, Peoria, AZ
- Pleasant Valley BPS/Res Re-purpose, Peoria, AZ
- Greenway WTP Lighting Upgrades, Peoria, AZ
- Salter Well Site Tank Rehab, Peoria, AZ
- Peoria Water & Wastewater Treatment and Remote Facilities, Peoria, AZ
- Sonoran Ridge Booster Pump, Buckeye, AZ
- Quintero WTP Chlorination Upgrade, Peoria, AZ
- Deer Valley ASR Well, Phoenix, AZ

**Previous Firm*

DEREK LAY

Superintendent

With a career spanning over 15 years in the construction of water and wastewater infrastructure within the state of Arizona, Derek brings a wealth of experience and expertise to this project. His in-depth familiarity with the Buckeye Sundance Wastewater Reclamation Facility stands as a distinct advantage, ensuring seamless integration of existing knowledge into the project. Derek has an unwavering commitment to safety and quality control on every project, instilling confidence in stakeholders and guaranteeing the highest standards throughout the build. His expertise in overseeing project field staff and implementing project protocols further solidifies his suitability for this role. With his leadership, extensive knowledge, and commitment to Buckeye, Derek is the best choice for superintendent on this project.

15 Years with Felix

24 Years Total Experience

100% Local

EDUCATION:

- Glendale Community College

TRAINING & CERTIFICATIONS:

- CPR & First Aid

PROJECT ASSIGNMENT:

- Buckeye Industrial Park Lift Station

Notable Projects:

- Peoria Water & Wastewater Treatment & Remote Facilities Projects, Peoria, AZ
- Glendale Luke Airforce Base Sewer Lift Station, Glendale, AZ
- City of Buckeye JOC, Buckeye, AZ
- Peoria Beardsley WRF Biofilter Temporary Odor Control, Peoria, AZ
- West Deer Valley - WDVWG Booster Station & Well Heads, Surprise, AZ
- SPA 1 WRF Centrifuge, Surprise, AZ
- Surprise Wastewater JOC - SPA 1 Improvements, Surprise, AZ
- MWD Well 6-13 Relocation, Waddell, AZ
- MWD 5-12 C, Surprise, AZ
- MWD Well 9-35E, Waddell, AZ
- MWD Wells 3-36, 8-25, and 9-36, Peoria, AZ

CHAD OERTEL

Electrical Project Manager

Chad has over 30 years of experience working in the water and waste water industry with a proven track record of overseeing the installation of complex electrical gear on water projects including water reclamation facilities. Chad's experience with distribution systems and electrical controls will be invaluable in ensuring the facility's electrical systems operate smoothly and efficiently. He is proficient in identifying and resolving technical issues quickly and efficiently to enable him to mitigate risk and ensure the project stays on track.

2 Years with Felix

31 Years Total Experience

100% Local

VETERAN:

- United States Navy Construction Electrician, Navy Seabee's

EDUCATION:

- IECA Journeyman Electrician

TRAINING & CERTIFICATIONS:

- OSHA 30 Hour
- Certified through Toshiba to install, program, and commission VFD's

ASSOCIATIONS:

- IECA Instructor & Apprenticeship Board Member

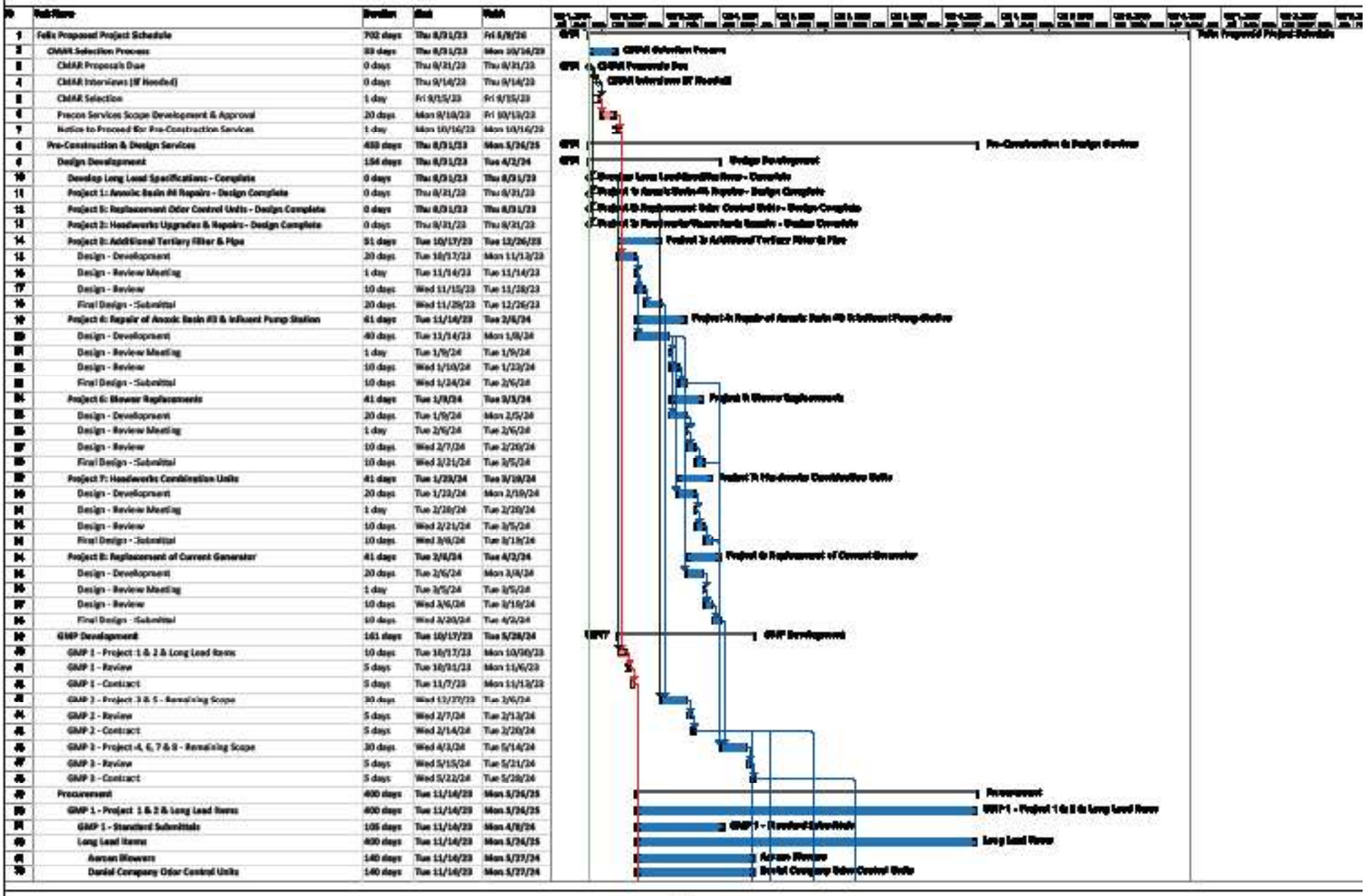
PROJECT ASSIGNMENT:

- Goodyear WRF

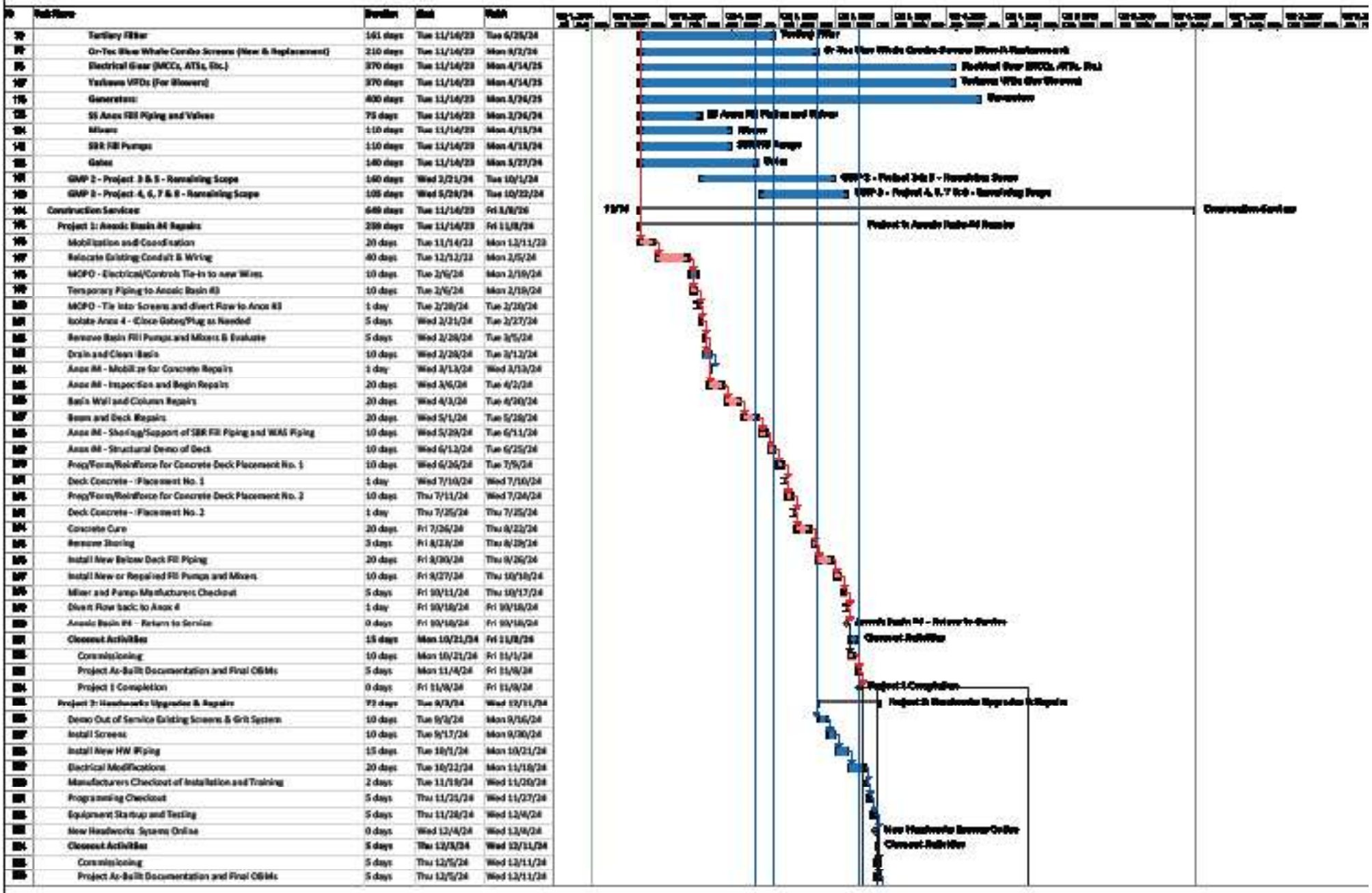
Notable Projects:

- Surprise Water & Wastewater Program, Surprise, AZ
- Lift Station 77, Phoenix, AZ
- Rainbow Valley WRF Phase I (Precon), Goodyear Valley, AZ
- Buckeye JOC, Sundance WRF, Buckeye, AZ
- Goodyear Rainbow Valley Water Reclamation, Goodyear, AZ
- Goodyear RTU Cell Upgrade Phase 2, Goodyear, AZ
- Bullard BPS #11 Generator Replacement, Goodyear, AZ
- Sonoran Mountain Ranch Water Tank Rehabilitation, Peoria, AZ
- Site #13 Generator Replacement, Goodyear, AZ
- Blending Control Vault, Gilbert, AZ
- Goodyear Water Pilots Phase 2, Goodyear, AZ
- *AJSD Bar Screen, Apache Junction, AZ
- *GHD Lewis Well 4 Upgrade Lewis Prison, Buckeye, AZ
- *Desert Mountain Golf Renegade Pump House, Scottsdale, AZ

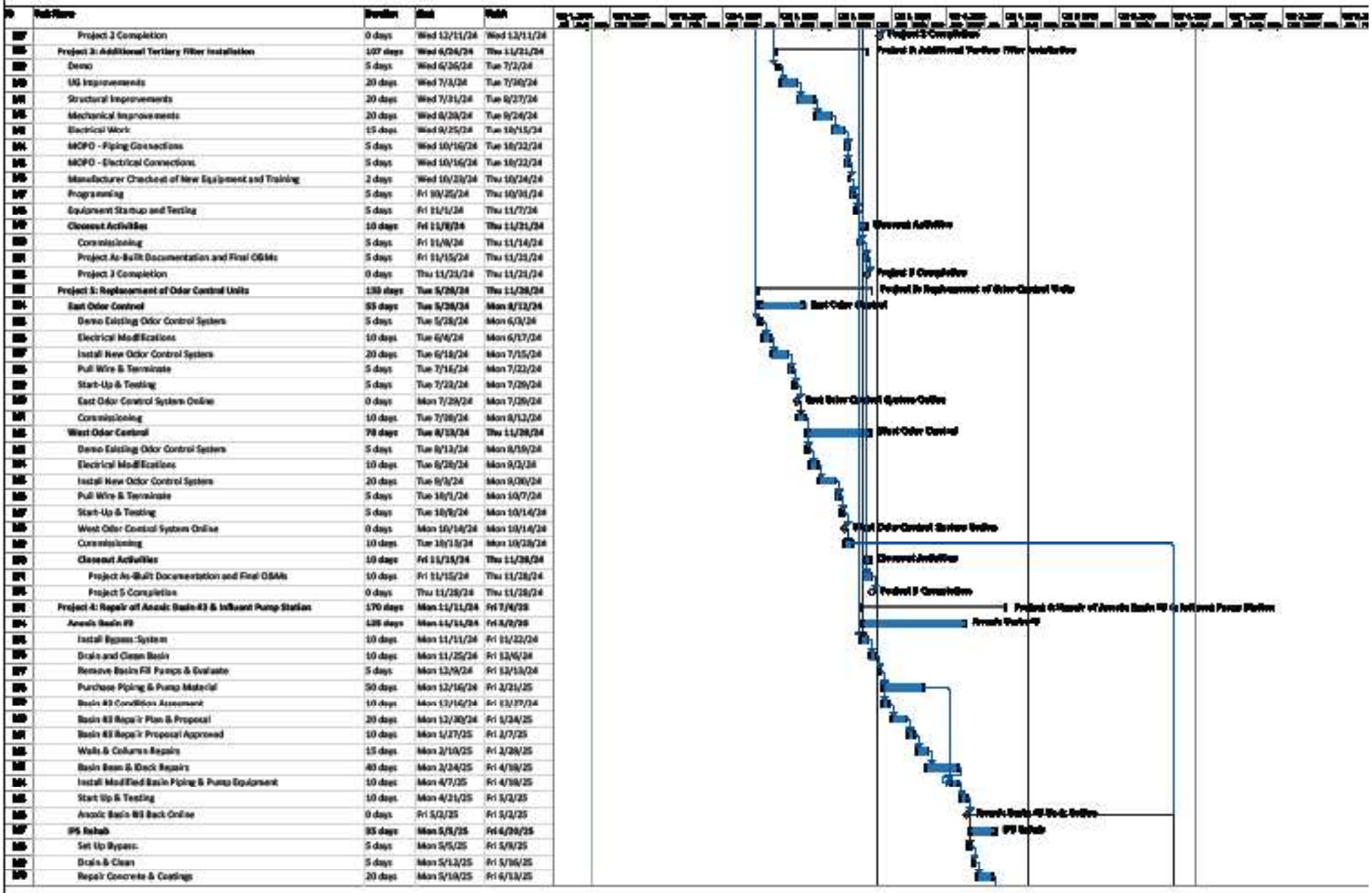
**Previous Firm*



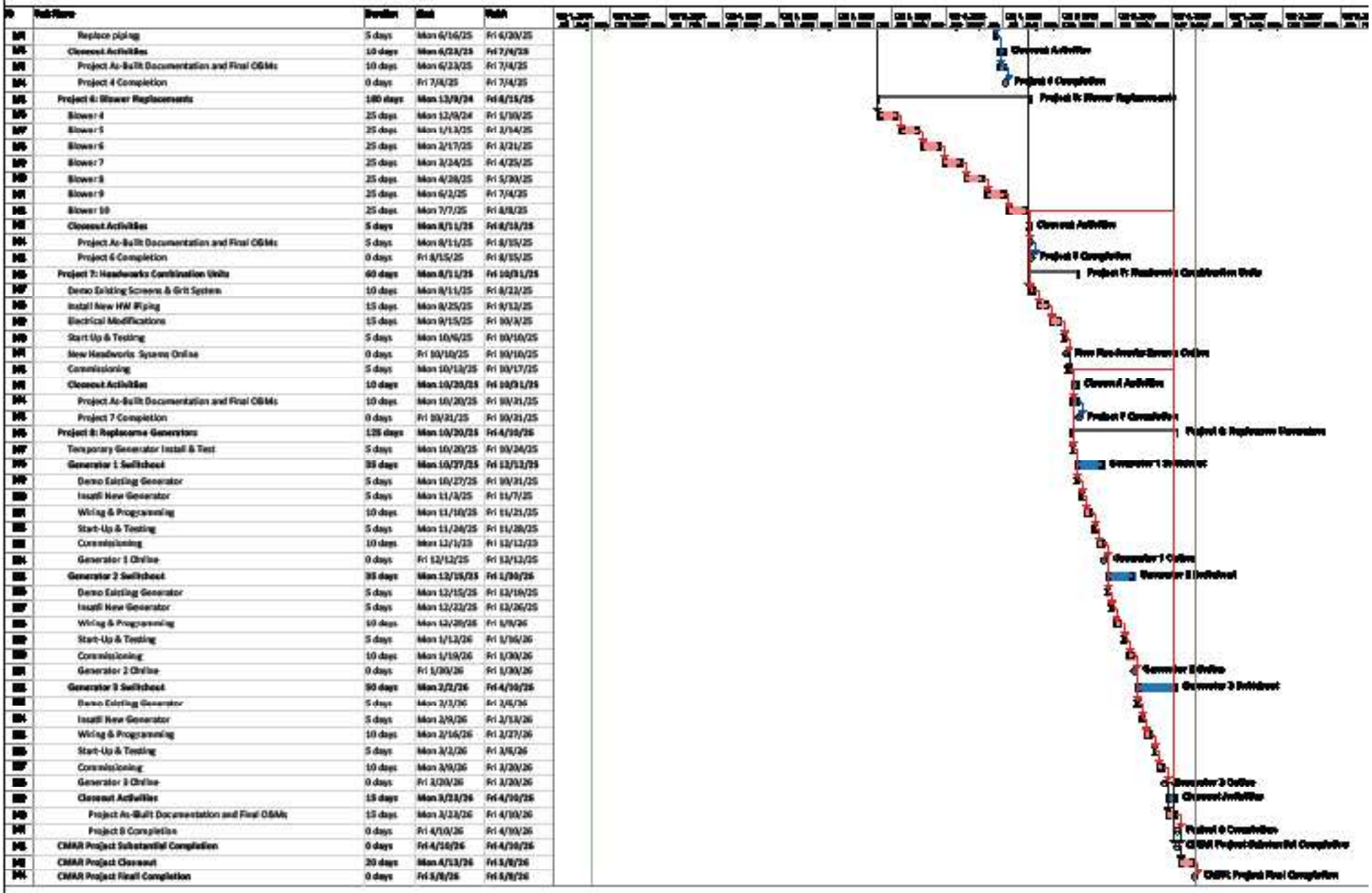
	Task Name	Duration	Start	Finish
1	Felix Proposed Project Schedule	702 days	Thu 8/31/23	Fri 8/8/26
2	CMAR Selection Process	33 days	Thu 8/31/23	Mon 10/16/23
3	CMAR Proposals Due	0 days	Thu 9/21/23	Thu 9/21/23
4	CMAR Interviews (If Needed)	0 days	Thu 9/14/23	Thu 9/14/23
5	CMAR Selection	1 day	Fri 9/15/23	Fri 9/15/23
6	Precon Services Scope Development & Approval	20 days	Mon 9/18/23	Fri 10/13/23
7	Notice to Proceed for Pre-Construction Services	1 day	Mon 10/16/23	Mon 10/16/23
8	Pre-Construction & Design Services	450 days	Thu 8/31/23	Mon 5/26/25
9	Design Development	154 days	Thu 8/31/23	Tue 4/2/24
10	Develop Long Lead Specifications - Complete	0 days	Thu 8/31/23	Thu 8/31/23
11	Project 1: Anoxic Basin #4 Repairs - Design Complete	0 days	Thu 8/31/23	Thu 8/31/23
12	Project 5: Replacement Odor Control Units - Design Complete	0 days	Thu 8/31/23	Thu 8/31/23
13	Project 2: Headworks Upgrades & Repairs - Design Complete	0 days	Thu 8/31/23	Thu 8/31/23
14	Project 3: Additional Tertiary Filter & Pipe	91 days	Tue 10/17/23	Tue 12/26/23
15	Design - Development	20 days	Tue 10/17/23	Mon 11/13/23
16	Design - Review Meeting	1 day	Tue 11/14/23	Tue 11/14/23
17	Design - Review	10 days	Wed 11/15/23	Tue 11/28/23
18	Final Design - Submittal	20 days	Wed 11/29/23	Tue 12/26/23
19	Project 4: Repair of Anoxic Basin #3 & Influent Pump Station	61 days	Tue 11/14/23	Tue 2/6/24
20	Design - Development	40 days	Tue 11/14/23	Mon 1/8/24
21	Design - Review Meeting	1 day	Tue 1/9/24	Tue 1/9/24
22	Design - Review	10 days	Wed 1/10/24	Tue 1/23/24
23	Final Design - Submittal	10 days	Wed 1/24/24	Tue 2/6/24
24	Project 6: Blower Replacements	41 days	Tue 1/9/24	Tue 3/5/24
25	Design - Development	20 days	Tue 1/9/24	Mon 2/5/24
26	Design - Review Meeting	1 day	Tue 2/6/24	Tue 2/6/24
27	Design - Review	10 days	Wed 2/7/24	Tue 2/20/24
28	Final Design - Submittal	10 days	Wed 2/21/24	Tue 3/5/24
29	Project 7: Headworks Combination Units	41 days	Tue 1/23/24	Tue 3/19/24
30	Design - Development	20 days	Tue 1/23/24	Mon 2/19/24
31	Design - Review Meeting	1 day	Tue 2/20/24	Tue 2/20/24
32	Design - Review	10 days	Wed 2/21/24	Tue 3/5/24
33	Final Design - Submittal	10 days	Wed 3/6/24	Tue 3/19/24
34	Project 8: Replacement of Current Generator	41 days	Tue 3/5/24	Tue 4/2/24
35	Design - Development	20 days	Tue 2/6/24	Mon 3/4/24
36	Design - Review Meeting	1 day	Tue 3/5/24	Tue 3/5/24
37	Design - Review	10 days	Wed 3/6/24	Tue 3/19/24
38	Final Design - Submittal	10 days	Wed 3/20/24	Tue 4/2/24
39	GMP Development	161 days	Tue 10/17/23	Tue 5/28/24
40	GMP 1 - Project 1 & 2 & Long Lead Items	10 days	Tue 10/17/23	Mon 10/30/23
41	GMP 1 - Review	5 days	Tue 10/31/23	Mon 11/6/23
42	GMP 1 - Contract	5 days	Tue 11/7/23	Mon 11/13/23
43	GMP 2 - Project 3 & 5 - Remaining Scope	30 days	Wed 12/27/23	Tue 2/6/24
44	GMP 2 - Review	5 days	Wed 2/7/24	Tue 2/13/24
45	GMP 2 - Contract	5 days	Wed 2/14/24	Tue 2/20/24
46	GMP 3 - Project 4, 6, 7 & 8 - Remaining Scope	30 days	Wed 4/3/24	Tue 5/14/24
47	GMP 3 - Review	5 days	Wed 5/15/24	Tue 5/21/24
48	GMP 3 - Contract	5 days	Wed 5/22/24	Tue 5/28/24
49	Procurement	400 days	Tue 11/14/23	Mon 5/26/25
50	GMP 1 - Project 1 & 2 & Long Lead Items	400 days	Tue 11/14/23	Mon 5/26/25
51	GMP 1 - Standard Submittals	105 days	Tue 11/14/23	Mon 4/8/24
52	Long Lead Items	400 days	Tue 11/14/23	Mon 5/26/25
53	Aeroan Blowers	140 days	Tue 11/14/23	Mon 5/27/24
54	Daniel Company Odor Control Units	140 days	Tue 11/14/23	Mon 5/27/24



79	Tertiary Filter	161 days	Tue 11/14/23	Tue 6/25/24
87	Gr-Tec Rive Whale Combo Screens (New & Replacement)	210 days	Tue 11/14/23	Mon 9/2/24
95	Electrical Gear (MCCs, ATSs, Etc.)	370 days	Tue 11/14/23	Mon 4/14/25
107	Yaskawa VFDs (For Blowers)	370 days	Tue 11/14/23	Mon 4/14/25
115	Generators	400 days	Tue 11/14/23	Mon 5/26/25
123	S5 Anox Fill Piping and Valves	75 days	Tue 11/14/23	Mon 2/26/24
124	Mixers	110 days	Tue 11/14/23	Mon 4/15/24
142	SBR Fill Pumps	110 days	Tue 11/14/23	Mon 4/15/24
155	Gates	140 days	Tue 11/14/23	Mon 5/27/24
161	GMP 2 - Project 3 & 5 - Remaining Scope	160 days	Wed 3/21/24	Tue 10/1/24
169	GMP 3 - Project 4, 6, 7 & 8 - Remaining Scope	105 days	Wed 5/29/24	Tue 10/22/24
184	Construction Services	649 days	Tue 11/14/23	Fri 8/8/26
185	Project 1: Anoxic Basin #4 Repairs	299 days	Tue 11/14/23	Fri 11/8/24
186	Mobilization and Coordination	20 days	Tue 11/14/23	Mon 12/11/23
187	Relocate Existing Conduit & Wiring	40 days	Tue 12/12/23	Mon 2/5/24
195	MCPO - Electrical/Controls Tie-in to new Wires	10 days	Tue 2/6/24	Mon 2/19/24
196	Temporary Piping to Anoxic Basin #3	10 days	Tue 2/6/24	Mon 2/19/24
199	MCPO - Tie into Screens and divert Flow to Anox #3	1 day	Tue 2/20/24	Tue 2/20/24
201	Isolate Anox 4 - (Close Gates/Plug as Needed	5 days	Wed 2/21/24	Tue 2/27/24
202	Remove Basin Fill Pumps and Mixers & Evaluate	5 days	Wed 2/28/24	Tue 3/5/24
203	Drain and Clean Basin	10 days	Wed 2/28/24	Tue 3/12/24
204	Anox #4 - Mobilize for Concrete Repairs	1 day	Wed 3/13/24	Wed 3/13/24
205	Anox #4 - Inspection and Begin Repairs	20 days	Wed 3/6/24	Tue 4/2/24
206	Basin Wall and Column Repairs	20 days	Wed 4/3/24	Tue 4/30/24
207	Beam and Deck Repairs	20 days	Wed 5/1/24	Tue 5/28/24
208	Anox #4 - Shoring/Support of SBR Fill Piping and WAS Piping	10 days	Wed 5/29/24	Tue 6/11/24
209	Anox #4 - Structural Demo of Deck	10 days	Wed 6/12/24	Tue 6/25/24
210	Prep/Form/Reinforce for Concrete Deck Placement No. 1	10 days	Wed 6/26/24	Tue 7/9/24
211	Deck Concrete - Placement No. 1	1 day	Wed 7/10/24	Wed 7/10/24
212	Prep/Form/Reinforce for Concrete Deck Placement No. 2	10 days	Thu 7/11/24	Wed 7/24/24
213	Deck Concrete - Placement No. 2	1 day	Thu 7/25/24	Thu 7/25/24
214	Concrete Cure	20 days	Fri 7/26/24	Thu 8/22/24
215	Remove Shoring	3 days	Fri 8/23/24	Thu 8/29/24
216	Install New Below Deck Fill Piping	20 days	Fri 8/30/24	Thu 9/26/24
217	Install New or Repaired Fill Pumps and Mixers	10 days	Fri 9/27/24	Thu 10/10/24
218	Mixer and Pump Manufacturers Checkout	5 days	Fri 10/11/24	Thu 10/17/24
219	Divert Flow back to Anox 4	1 day	Fri 10/18/24	Fri 10/18/24
220	Anoxic Basin #4 - Return to Service	0 days	Fri 10/18/24	Fri 10/18/24
221	Closeout Activities	15 days	Mon 10/21/24	Fri 11/8/24
222	Commissioning	10 days	Mon 10/21/24	Fri 11/1/24
223	Project As-Built Documentation and Final O&Ms	5 days	Mon 11/4/24	Fri 11/8/24
224	Project 1 Completion	0 days	Fri 11/8/24	Fri 11/8/24
225	Project 3: Headworks Upgrades & Repairs	72 days	Tue 9/3/24	Wed 12/11/24
226	Demo Out of Service Existing Screens & Grit System	10 days	Tue 9/3/24	Mon 9/16/24
227	Install Screens	10 days	Tue 9/17/24	Mon 9/30/24
228	Install New HW Piping	15 days	Tue 10/1/24	Mon 10/21/24
229	Electrical Modifications	20 days	Tue 10/22/24	Mon 11/18/24
230	Manufacturers Checkout of Installation and Training	2 days	Tue 11/19/24	Wed 11/20/24
231	Programming Checkout	5 days	Thu 11/21/24	Wed 11/27/24
232	Equipment Startup and Testing	5 days	Thu 11/28/24	Wed 12/4/24
233	New Headworks System Online	0 days	Wed 12/4/24	Wed 12/4/24
234	Closeout Activities	5 days	Thu 12/5/24	Wed 12/11/24
235	Commissioning	5 days	Thu 12/5/24	Wed 12/11/24
236	Project As-Built Documentation and Final O&Ms	5 days	Thu 12/5/24	Wed 12/11/24



87	Project 2 Completion	0 days	Wed 12/11/24	Wed 12/11/24
88	Project 3: Additional Tertiary Filter Installation	107 days	Wed 6/26/24	Thu 11/21/24
89	Demo	5 days	Wed 6/26/24	Tue 7/2/24
90	UG Improvements	20 days	Wed 7/3/24	Tue 7/30/24
91	Structural Improvements	20 days	Wed 7/31/24	Tue 8/27/24
92	Mechanical Improvements	20 days	Wed 8/28/24	Tue 9/24/24
93	Electrical Work	15 days	Wed 9/25/24	Tue 10/15/24
94	MCPO - Piping Connections	5 days	Wed 10/16/24	Tue 10/22/24
95	MCPO - Electrical Connections	5 days	Wed 10/16/24	Tue 10/22/24
96	Manufacturer Checkout of New Equipment and Training	2 days	Wed 10/23/24	Thu 10/24/24
97	Programming	5 days	Fri 10/25/24	Thu 10/31/24
98	Equipment Startup and Testing	5 days	Fri 11/1/24	Thu 11/7/24
99	Closeout Activities	10 days	Fri 11/8/24	Thu 11/21/24
100	Commissioning	5 days	Fri 11/8/24	Thu 11/14/24
101	Project As-Built Documentation and Final O&Ms	5 days	Fri 11/15/24	Thu 11/21/24
102	Project 3 Completion	0 days	Thu 11/21/24	Thu 11/21/24
103	Project 5: Replacement of Odor Control Units	130 days	Tue 5/28/24	Thu 11/28/24
104	East Odor Control	55 days	Tue 5/28/24	Mon 8/12/24
105	Demo Existing Odor Control System	5 days	Tue 5/28/24	Mon 6/3/24
106	Electrical Modifications	10 days	Tue 6/4/24	Mon 6/17/24
107	Install New Odor Control System	20 days	Tue 6/18/24	Mon 7/15/24
108	Pull Wire & Terminate	5 days	Tue 7/16/24	Mon 7/22/24
109	Start-Up & Testing	5 days	Tue 7/23/24	Mon 7/29/24
110	East Odor Control System Online	0 days	Mon 7/29/24	Mon 7/29/24
111	Commissioning	10 days	Tue 7/30/24	Mon 8/12/24
112	West Odor Control	78 days	Tue 8/13/24	Thu 11/28/24
113	Demo Existing Odor Control System	5 days	Tue 8/13/24	Mon 8/19/24
114	Electrical Modifications	10 days	Tue 8/20/24	Mon 9/3/24
115	Install New Odor Control System	20 days	Tue 9/3/24	Mon 9/30/24
116	Pull Wire & Terminate	5 days	Tue 10/1/24	Mon 10/7/24
117	Start-Up & Testing	5 days	Tue 10/8/24	Mon 10/14/24
118	West Odor Control System Online	0 days	Mon 10/14/24	Mon 10/14/24
119	Commissioning	10 days	Tue 10/15/24	Mon 10/28/24
120	Closeout Activities	10 days	Fri 11/15/24	Thu 11/28/24
121	Project As-Built Documentation and Final O&Ms	10 days	Fri 11/15/24	Thu 11/28/24
122	Project 5 Completion	0 days	Thu 11/28/24	Thu 11/28/24
123	Project 4: Repair of Anoxic Basin #3 & Influent Pump Station	170 days	Mon 11/11/24	Fri 7/4/25
124	Anoxic Basin #3	135 days	Mon 11/11/24	Fri 5/2/25
125	Install Bypass System	10 days	Mon 11/11/24	Fri 11/22/24
126	Drain and Clean Basin	10 days	Mon 11/25/24	Fri 12/6/24
127	Remove Basin #3 Pumps & Evaluate	5 days	Mon 12/9/24	Fri 12/13/24
128	Purchase Piping & Pump Material	50 days	Mon 12/16/24	Fri 2/21/25
129	Basin #3 Condition Assessment	10 days	Mon 12/16/24	Fri 12/27/24
130	Basin #3 Repair Plan & Proposal	20 days	Mon 12/30/24	Fri 1/24/25
131	Basin #3 Repair Proposal Approved	10 days	Mon 1/27/25	Fri 2/7/25
132	Walls & Columns Repairs	15 days	Mon 2/10/25	Fri 2/28/25
133	Basin Beam & Deck Repairs	40 days	Mon 2/24/25	Fri 4/18/25
134	Install Modified Basin Piping & Pump Equipment	10 days	Mon 4/7/25	Fri 4/18/25
135	Start Up & Testing	10 days	Mon 4/21/25	Fri 5/2/25
136	Anoxic Basin #3 Back Online	0 days	Fri 5/2/25	Fri 5/2/25
137	IPS Rehab	35 days	Mon 5/5/25	Fri 6/20/25
138	Set Up Bypass	5 days	Mon 5/5/25	Fri 5/9/25
139	Drain & Clean	5 days	Mon 5/12/25	Fri 5/16/25
140	Repair Concrete & Coatings	20 days	Mon 5/19/25	Fri 6/13/25



	Task Name	Duration	Start	Finish
M	Replace piping	5 days	Mon 6/16/25	Fri 6/20/25
M	Closeout Activities	10 days	Mon 6/23/25	Fri 7/4/25
M	Project As-Built Documentation and Final O&Ms	10 days	Mon 6/23/25	Fri 7/4/25
M	Project 4 Completion	0 days	Fri 7/4/25	Fri 7/4/25
M	Project 6: Blower Replacements	180 days	Mon 12/9/24	Fri 8/15/25
M	Blower 4	25 days	Mon 12/9/24	Fri 1/10/25
M	Blower 5	25 days	Mon 1/13/25	Fri 2/14/25
M	Blower 6	25 days	Mon 2/17/25	Fri 3/21/25
M	Blower 7	25 days	Mon 3/24/25	Fri 4/25/25
M	Blower 8	25 days	Mon 4/28/25	Fri 5/30/25
M	Blower 9	25 days	Mon 6/2/25	Fri 7/4/25
M	Blower 10	25 days	Mon 7/7/25	Fri 8/8/25
M	Closeout Activities	5 days	Mon 8/11/25	Fri 8/15/25
M	Project As-Built Documentation and Final O&Ms	5 days	Mon 8/11/25	Fri 8/15/25
M	Project 6 Completion	0 days	Fri 8/15/25	Fri 8/15/25
M	Project 7: Headworks Combination Units	60 days	Mon 8/11/25	Fri 10/31/25
M	Demo Existing Screens & Grit System	10 days	Mon 8/11/25	Fri 8/22/25
M	Install New HW Piping	15 days	Mon 8/25/25	Fri 9/12/25
M	Electrical Modifications	15 days	Mon 9/15/25	Fri 10/3/25
M	Start Up & Testing	5 days	Mon 10/6/25	Fri 10/10/25
M	New Headworks Sysems Online	0 days	Fri 10/10/25	Fri 10/10/25
M	Commissioning	5 days	Mon 10/13/25	Fri 10/17/25
M	Closeout Activities	10 days	Mon 10/20/25	Fri 10/31/25
M	Project As-Built Documentation and Final O&Ms	10 days	Mon 10/20/25	Fri 10/31/25
M	Project 7 Completion	0 days	Fri 10/31/25	Fri 10/31/25
M	Project 8: Replacome Generators	125 days	Mon 10/20/25	Fri 4/10/26
M	Temporary Generator Install & Test	5 days	Mon 10/20/25	Fri 10/24/25
M	Generator 1 Switchout	35 days	Mon 10/27/25	Fri 12/12/25
M	Demo Existing Generator	5 days	Mon 10/27/25	Fri 10/31/25
M	Install New Generator	5 days	Mon 11/3/25	Fri 11/7/25
M	Wiring & Programming	10 days	Mon 11/10/25	Fri 11/21/25
M	Start-Up & Testing	5 days	Mon 11/24/25	Fri 11/28/25
M	Commissioning	10 days	Mon 12/1/25	Fri 12/12/25
M	Generator 1 Online	0 days	Fri 12/12/25	Fri 12/12/25
M	Generator 2 Switchout	35 days	Mon 12/15/25	Fri 1/30/26
M	Demo Existing Generator	5 days	Mon 12/15/25	Fri 12/19/25
M	Install New Generator	5 days	Mon 12/22/25	Fri 12/26/25
M	Wiring & Programming	10 days	Mon 12/29/25	Fri 1/9/26
M	Start-Up & Testing	5 days	Mon 1/12/26	Fri 1/16/26
M	Commissioning	10 days	Mon 1/19/26	Fri 1/30/26
M	Generator 2 Online	0 days	Fri 1/30/26	Fri 1/30/26
M	Generator 3 Switchout	90 days	Mon 2/2/26	Fri 4/10/26
M	Demo Existing Generator	5 days	Mon 2/2/26	Fri 2/6/26
M	Install New Generator	5 days	Mon 2/9/26	Fri 2/13/26
M	Wiring & Programming	10 days	Mon 2/16/26	Fri 2/27/26
M	Start-Up & Testing	5 days	Mon 3/2/26	Fri 3/6/26
M	Commissioning	10 days	Mon 3/9/26	Fri 3/20/26
M	Generator 3 Online	0 days	Fri 3/20/26	Fri 3/20/26
M	Closeout Activities	15 days	Mon 3/23/26	Fri 4/10/26
M	Project As-Built Documentation and Final O&Ms	15 days	Mon 3/23/26	Fri 4/10/26
M	Project 8 Completion	0 days	Fri 4/10/26	Fri 4/10/26
M	CMAR Project Substantial Completion	0 days	Fri 4/10/26	Fri 4/10/26
M	CMAR Project Closeout	20 days	Mon 4/13/26	Fri 5/8/26
M	CMAR Project Finall Completion	0 days	Fri 5/8/26	Fri 5/8/26

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED RFQ AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ No. 2024009 – Sundance Wastewater Reclamation Facility Rehabilitation

AMENDMENT NUMBER 1
AMENDMENT ISSUE DATE: August 8, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFQ, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Felix Construction Company

Authorized Signature:

Print Name and Title: David Giannetto - Principal & CEO

Date: 8/31/2023

Address: 2530 S. 52nd Avenue

City, State, Zip Code: Phoenix, AZ 85043

Telephone Number: 480.464.0011

Email Address: davidg@felixconstruction.com

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED RFQ AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ No. 2024009 – Sundance Wastewater Reclamation Facility Rehabilitation

AMENDMENT NUMBER 2
AMENDMENT ISSUE DATE: August 16, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFQ, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Felix Construction Company

Authorized Signature:

Print Name and Title: David Giannetto - Principal & CEO

Date: 8/31/2023

Address: 2530 S. 52nd Avenue

City, State, Zip Code: Phoenix, AZ 85043

Telephone Number: 480.464.0011

Email Address: davidg@felixconstruction.com

PLEASE ACKNOWLEDGE YOUR FIRM'S RECEIPT OF THIS AMENDMENT BY SIGNING THE ATTACHED RFQ AMENDMENT ACKNOWLEDGEMENT.

SOLICITATION AMENDMENT ACKNOWLEDGEMENT

SOLICITATION: RFQ No. 2024009 – Sundance Wastewater Reclamation Facility Rehabilitation

AMENDMENT NUMBER 3
AMENDMENT ISSUE DATE: August 24, 2023

Offeror certifies that Offeror has read, understands, and will fully and faithfully comply with this RFQ, its attachments and any referenced documents. Offeror also certifies that this offer was independently developed without consultation with any of the other Offerors or potential Offerors.

Name of Company: Felix Construction Company

Authorized Signature:

Print Name and Title: David Giannetto - Principal & CEO

Date: 8/31/2023

Address: 2530 S. 52nd Avenue

City, State, Zip Code: Phoenix, AZ 85043

Telephone Number: 480.464.0011

Email Address: davidg@felixconstruction.com

MINARD-AMES
INSURANCE SERVICES LLC
INSURICA INSURANCE MANAGEMENT NETWORK

August 31, 2023

RE: Felix Construction
Experience Mod History

Please note that the Experience Modification history for Felix Construction Company is listed below:

Date	EMR
5/31/2023	0.70
5/31/2022	0.81
5/31/2021	0.75
5/31/2020	0.83
5/31/2019	0.79

Please feel free to call me with any questions you may have.

Sincerely,

Carol Trelford

Carol Trelford
Account Executive
602-393-3419

East Gateway Center
4646 East Van Buren Street, #200
Phoenix, Arizona 85008
P : 602.273.1625
F : 602.273.0212
W : Insurica.com

ENVIRONMENTAL, HEALTH, AND SAFETY PROGRAM

The following pages include the Felix Safety Program's Table of Contents and highlights the safety topics that are covered in our program. A few of our sample safety forms have also been included. The full manual and all forms are available upon request.

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FELIX CONSTRUCTION - BUCKEYE SUNDANCE WRF REHABILITATION #2024009 4545784.3
Sundance Wastewater Reclamation Facility Rehabilitation
CMAR Contract No. 2024009
Felix Construction Company

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FELIX CONSTRUCTION - BUCKEYE SUNDANCE WRF REHABILITATION #2024009 4545784.3
Sundance Wastewater Reclamation Facility Rehabilitation
CMAR Contract No. 2024009
Felix Construction Company

FELIX CONSTRUCTION

DAILY PRE-TASK PLAN (PTP)

Ver: 2022.05.17

Job # & Name: _____ **Supervisor:** _____ **Date:** _____

Task/Activity Description:

_____

_____

_____

_____

Emergency Response Plan: (Assembly Point ☐ Yes ☐ No)

_____

_____

_____

_____

STANDARD PPE ☐ Hard Hat ☐ Eye Protection ☐ Protective Footwear ☐ Gloves

EMERGENCY EQUIPMENT ☐ Fire Extinguisher ☐ Eyewash ☐ First Aid Kit	**HEAVY EQUIPMENT** ☐ Forklift ☐ Crane ☐ Backhoe ☐ Excavator ☐ Mini-Ex ☐ Loader ☐ Water Truck ☐ Hydro-Vac/Soft Dig	**ADDITIONAL PPE** ☐ High-viz clothing ☐ Tyvek Suit/Bunny suit ☐ Gloves (any type) ☐ Face shield ☐ Respirator ☐ Hearing protection ☐ Safety harness
HAZARDS - BODY ☐ Fall Protection ☐ Overexertion/repetitive ☐ Pinch Points ☐ Struck by/against ☐ Slip-Trip-Fall Potential (S/T/F) ☐ Awkward loads ☐ Awkward body positioning	**MISCELLANEOUS** ☐ Break-up of surface material ☐ Demolition ☐ Drilling ☐ Equipment handling ☐ Excavation ☐ MOPO ☐ Work in hazardous areas	**TOOLS** ☐ Hand ☐ Power ☐ Current inspection ☐ Proper tools on the job ☐ Good condition
HAZARDS - BIO/CHEM ☐ Chemical burn - skin/eyes ☐ Sewage ☐ Insect/Animal Bite		**TRAFFIC CONTROL** ☐ Spot vehicles ☐ Loads in/out of site ☐ Mobile equipment ☐ Roadway
HAZARDS - ENVIRONMENTAL ☐ Electric shock ☐ Heat stress ☐ Heavy objects ☐ Inadequate lighting ☐ Noise ☐ Ventilation ☐ Poor Access/Exit ☐ Sharp/Penetrating objects	**PERMITS** ☐ LOTO ☐ Hot work (cutting, grinding, etc) ☐ Confined Space ☐ All conditions met ☐ Live panel work	**UTILITIES** ☐ Underground (gas, electric, etc) ☐ Overhead power lines
OTHER WORK IN AREA ☐ Other contractors on site	**PEOPLE** ☐ Competence training ☐ Medical limitations	**WORK AT HEIGHTS** ☐ Manual (scaffold, ladders, etc) ☐ Mechanized (aerial lift, etc) ☐ Requires engineer approval?

Ensure that all items identified above are addressed in the PTP HAZARD ASSESSMENT

This document should be posted in plain sight during work hours and reviewed as conditions or personnel change.

CONFINED SPACE PRE-ENTRY CHECKLIST

Date: _____ Job # and Name: _____

Supt: _____ Space Location: _____

Competent Person: _____

STEP 1 – IS THIS A CONFINED SPACE?

IS IT A CONFINED SPACE?	YES	NO
Does it have limited or restricted means of ingress and egress? *Is it difficult to enter or exit the space? Ex. Do you need a ladder? Do you have to climb through a tiny opening?*		
Is the space NOT designed for continuous human occupancy? *Is the space designed to hold something other than people? Ex. Tanks, basins, manholes, excavations.*		
Is the space large enough to enter? *Can you fit your body inside the space to perform your work?*		

If you answered **YES** to all three questions, please **PROCEED TO STEP 2** to determine that type of confined space**.**

IS THIS A CONFINED SPACE (check one): ☐ YES (**PROCEED TOSTEP 2**) ☐ NO (no further evaluation necessary)

STEP 2 – WHAT TYPE OF CONFINED SPACE?

Gas Monitor #:_____Last Calibration Date: _____

CONFINED SPACE PRE-ENTRY CHECKLIST (Check YES or NO for each question)				
HAZARDS *(Does this space contain, or have the potential to contain the following hazards)*			YES	NO
Oxygen (O_2) - Less than 19.5% or Greater than 23.5%?	Initial Measurement:			
Hydrogen Sulfide (H_2S) - Greater than 10 ppm?	Initial Measurement:			
Carbon Monoxide (CO) - Greater than 25 ppm?	Initial Measurement:			
Lower Explosive Limit (LEL) - Greater than 10%?	Initial Measurement:			
Other Toxic Gas (ex. Chlorine Gas, Caustic, etc)?	Initial Measurement:			
Could you be engulfed in **Water, Sewer, Soil, Filter Media/Sand, or Other Material?**				
Does the space have **Inwardly converging walls, a tapered floor to smaller cross-section, or places to get trapped or asphyxiated?**				
Other safety or health hazards?				

TYPE OF CONFINED SPACE (check one):

☐ **PERMIT REQUIRED CONFINED SPACE** –
If you answered **YES to <u>ANY</u>** questions in Step 2, then this is a Permit-Required Confined Space. **PROCEED TO STEP 3**.

☐ **NON-PERMIT REQUIRED CONFINED SPACE** –
If you answered **NO to <u>ALL</u>** of the questions in Step 2, then this is a Non-Permit-Required Confined Space. You do not need to proceed with step 3 **<u>unless the space configuration or conditions change</u>**.

CONFINED SPACE PERMIT

Date: _____ Permit Valid From: _____ To: _____

Job # and Name: _____

Supt: _____ Space Location: _____

Job Description: _____

_____

_____

Rescue Phone #: _____

Preplanned Rescue Plan: _____

_____

_____

_____

PROTECTIVE EQUIPMENT CHECKLIST (YES, NO, or NA)				
Is a gas monitor required?			Is a Fire extinguisher required?	
Is a body harness/lifeline required?			Is all standard PPE available?	
Is a winch and tripod required?			Is respiratory protection required?	
Is ventilation equipment required?			Are there other types of PPE required?	

PROTECTIVE PROCEDURES CHECKLIST (YES, NO, or NA)				
Is mechanical/electrical LOTO in place?			Is there adequate lighting?	
Is the gas monitor charged and calibrated?			Is the rescue equipment set-up and ready?	
Have workers been informed of the hazards?			Is a communication method in place?	

Gas Monitor #: _____ Last Calibration Date: _____

Initial Entry Readings		Continuous Environmental Monitoring Reading (per hour)						
Time: (AM/PM)								
O_2 (Limit: 19.5 - 23.5%)								
LEL (Max 10%)								
H_2S (Max 10 ppm)								
CO (Max 25 ppm)								

PERSON(S) TRAINED & AUTHORIZED TO MONITOR

Supervisor: _____ Attendant: _____

PERSON(S) TRAINED & AUTHORIZED TO ENTER

Entrant: _____ Entrant: _____ Entrant: _____

Entrant: _____ Entrant: _____ Entrant: _____

PERMIT CLOSED/CANCELLED

REASON: _____ **Date/Time:** _____

POST THIS PERMIT AT ALL ENTRANCES TO THE CONFINED SPACE

JOBSITE SAFETY REPORT

Job Name: _____ **Job Number:** _____

Inspected By: _____ **Date/time of Inspection:** _____

Instructions: Any items checked "No" require that corrective action be taken. Identify the responsible party for correcting the situation in the Remarks. Photographs may be taken to document unsafe conditions and work practices.

Program Administration	Yes	No	Remarks
OSHA posters and other required jobsite warning posters posted in designated areas?			
Job Safety meetings (Toolbox meetings) being held each week?			
Required job safety training, including first-aid training complete and up to date?			
Are jobsite injury records being kept and being provided to the General Superintendent each month?			

Manual Material Handling	Yes	No	Remarks
Are mechanical devices being used in place of manual handling of material?			
Are ropes, slings, chains, hook, cables, and chokers in good condition?			
Proper staging of materials to minimize lifting and carrying?			
Rigging equipment inspected regularly and in good condition?			
Is the handling of bagged material limited to 50 lbs?			
Are carrying handles being used when a single worker is carrying sheeted materials?			
Are dust control measures in place and being logged?			

Housekeeping: Slips, Trips and Falls	Yes	No	Remarks
Are walking and working surfaces clear and free of debris?			
Are projecting nails, oil, and grease removed from work areas?			
Are waste and trash containers provided, and used?			
Is there regular removal of waste and trash from the containers?			
Does each trade clean up after themselves?			
Is adequate temporary lighting provided?			
Is temporary storage of materials and supplies done in an organized fashion?			

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Felix Construction Company
Email : davidg@felixconstruction.com
Address: 2530 S. 52nd Avenue, Phoenix, AZ 85043
Contact Name: David Giannetto
Phone Number: 480.464.0011
Contact Phone: 602.625.4811

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 2019012.01
Contract Type: [ ] Firm Fixed Price [ ] Cost Reimbursement [X] Other (Please specify): JOC
Contract Title: City of Buckeye - Sundance Wastewater Reclamation Improvements (City of Buckeye - Wastewater JOC)
Contract Location: Buckeye, Az
Award Date (mm/dd/yy): 9/17/2019
Contract Completion Date: 9/17/2023
Actual Completion Date : 9/17/2023
Explain Differences:

Original Contract Price (Award Amount): $4,793,221
Final Contract Price *(to include all modifications, if applicable)* : $4,793,221
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine
How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Work completed at the Buckeye Sundance WasteWater Reclamation Facility

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Arnold Coronado
Phone Number: 623.349.6000
Title: Wastewater Reclamations Superintendent
Email Address: acoronado@buckeyeaz.gov

6. Describe the client's role in the project:

Client/Owner: I was the project manager for the City of Buckeye and the Water Resources Department. I made sure Felix was on task and project was completed on budget. Reviewed change order requests and approved.

Client Signature: **Date:**

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	(VG)	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	(VG)	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	(E)	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	(E)	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	(VG)	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	(VG)	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	(VG)	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	(E)	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	(E)	VG	S	M	U	N
d) Overall customer satisfaction	(E)	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	(E)	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	(E)	VG	S	M	U	N
c) Government Property Control	(E)	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	(E)	VG	S	M	U	N
e) Utilization of Small Business	(E)	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	(VG)	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	(E)	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	(E)	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	(E) VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E (VG) S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E (VG) S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	(E) VG S M U N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	(E) VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall raiting for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. ***(please attach additional pages if necessary)***

Client Signature: [signature] **Date:** 8/29/2023

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Felix Construction Company
Email : davidg@felixconstruction.com
Address: 2530 S. 52nd Avenue, Phoenix, AZ 85043
Contact Name: David Giannetto
Phone Number: 480.464.0011
Contact Phone: 602.625.4811

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 1011229
Contract Type: [ ] Firm Fixed Price [ ] Cost Reimbursement [X] Other (Please specify): GMP
Contract Title: EPCOR: Northwest Valley Water Reclamation Facility (NWVWRF)
Contract Location: _____
Award Date (mm/dd/yy): June 2017
Contract Completion Date: June 2022
Actual Completion Date : June 2022
Explain Differences:

Original Contract Price (Award Amount): $10.1M
Final Contract Price *(to include all modifications, if applicable)* : $10.1M
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

Felix performed major improvement projects at the EPCOR Northwest Valley including headworks improvements, odor control, generator replacement, grit, electrical upgrades, and blower replacement.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Rick Alvarez
Phone Number: 623.882.7943 or 602-909-5857
Title: EPCOR Operations Manager
Email Address: ralvarez@epcor.com

6. Describe the client's role in the project:

Client / Owner

Client Signature: [signature]
Date: 8/25/2023

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

Sundance Wastewater Reclamation Facility Rehabilitation 100
CMAR Contract No. 2024009
Felix Construction Company

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	Yes				No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes		N/A		No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes				No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(if no, please explain below)*	Yes				No	
d) In summary, provide an overall raiting for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: **Date:** 8/25/2023

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Felix Construction Company
Email : davidg@felixconstruction.com
Address: 2530 S. 52nd Avenue, Phoenix, AZ 85043
Contact Name: David Giannetto
Phone Number: 480.464.0011
Contact Phone: 602.625.4811

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 17-3850
Contract Type: [ ] Firm Fixed Price [ ] Cost Reimbursement [X] Other (Please specify): GMP
Contract Title: 157th Avenue WRF Expansion
Contract Location: Goodyear

Award Date (mm/dd/yy): _____
Contract Completion Date: February 2018
Actual Completion Date : May 2020
Explain Differences:

Original Contract Price (Award Amount): $14.6M
Final Contract Price *(to include all modifications, if applicable)* : $14.6M
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine
How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Todd Carpenter
Phone Number: 623.882.7642
Title: Deputy Director, Water Services Department
Email Address: Todd.Carpenter@goodyearaz.gov

6. Describe the client's role in the project:

Client/Owner

Client Signature: Todd Carpenter **Date:** 8/30/23

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	Yes				No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes				No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes				No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(if no, please explain below)*	Yes				No	
d) In summary, provide an overall raiting for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: Todd Carpenter **Date:** 8/30/23

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Felix Construction Company
Email : davidg@felixconstruction.com
Address: 2530 S. 52nd Avenue, Phoenix, AZ 85043
Contact Name: David Giannetto
Phone Number: 480.464.0011
Contact Phone: 602.625.4811

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 319000010 - Linking Agreement with Peoria
Contract Type: [ ] Firm Fixed Price [ ] Cost Reimbursement [X] Other (Please specify): JOC
Contract Title: Surprise Wastewater JOC - SPA 1 Improvements (City of Surprise On Call Maintenance)
Contract Location: Surprise
Award Date (mm/dd/yy): June 2018
Contract Completion Date: May 2023
Actual Completion Date : May 2023
Explain Differences:

Original Contract Price (Award Amount): $4,151,716
Final Contract Price *(to include all modifications, if applicable)* : $4,151,716
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine
How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Improvement projects at the City of Surprise Spa 1 including odor control, bar screen replacement, junction structure, Hydraulic repairs.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Michael Boule
Phone Number: 623.670.7040
Title: Director Of Water Resource Management
Email Address: michael.Boule@surpriseaz.gov

6. Describe the client's role in the project:

Client/Owner

Client Signature: Michael Boule **Date:** 08/28/2023

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT						
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E	VG	S	M	U	N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	E	VG	S	M	U	N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E	VG	S	M	U	N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*		Yes			No	
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*		Yes			No	
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*		Yes			No	
6. SAFETY/SECURITY						
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E	VG	S	M	U	N
b) Contractor complied with all security requirements for the project and personnel security requirements.	E	VG	S	M	U	N
7. GENERAL						
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	E	VG	S	M	U	N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	E	VG	S	M	U	N
c) Would you hire or work with this firm again? *(if no, please explain below)*		Yes			No	
d) In summary, provide an overall raiting for the work performed by this contractor.	E	VG	S	M	U	N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. ***(please attach additional pages if necessary)***

Client Signature: Michael Boule Digitally signed by Michael Boule DN: C=US, E=michael.boule@surpriseaz.gov, O="City of Surprise", OU="Water Resource Management", CN=Michael Boule Reason: PPVF Date: 2023.08.28 12:31:07-07'00' **Date:** 08/28/2023

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Felix Construction Company
Email : davidg@felixconstruction.com
Address: 2530 S. 52nd Avenue, Phoenix, AZ 85043
Contact Name: David Giannetto
Phone Number: 480.464.0011
Contact Phone: 602.625.4811

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: 149651
Contract Type: [ ] Firm Fixed Price [ ] Cost Reimbursement [X] Other (Please specify): JOC
Contract Title: WasteWater Facilities General Construction JOC
Contract Location: Phoenix

Award Date (mm/dd/yy): July 2016
Contract Completion Date: December 2022
Actual Completion Date : December 2022
Explain Differences:

Original Contract Price (Award Amount): JOC Work
Final Contract Price *(to include all modifications, if applicable)* : $19.8M
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine

How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)*

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Christine Close
Phone Number: 602.363.2674
Title: Project Manager
Email Address: christine.close@phoenix.gov

6. Describe the client's role in the project:

Scope of work included improvements at the City of Phoenix's 23rd Avenue Wastewater Treatment Plant. Manage contract, coordination with Operations staff, and secure funding for projects. Projects include demolition of old facilities, replacement of existing pump and pump stations, aeration basin rehab, digester support facilities replacement, etc.

Client Signature: Christine Close **Date:** 8/29/23

PAST PERFORMANCE EVALUATION

(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	**VG**	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	**VG**	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	**E**	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	**VG**	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	**E**	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	**VG**	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	**E**	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	**E**	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	**E**	VG	S	M	U	N
d) Overall customer satisfaction	**E**	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	**E**	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	**VG**	S	M	U	N
c) Government Property Control	**E**	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	**E**	VG	S	M	U	N
e) Utilization of Small Business	E	**VG**	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	**E**	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	**E**	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	**E**	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	E **VG** S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	**E** VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	E VG S M U **N**
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	**Yes** No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes **No**
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes **No**
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	E **VG** S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	**E** VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	**E** VG S M U N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	**E** VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	**Yes** No
d) In summary, provide an overall raiting for the work performed by this contractor.	**E** VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. *(please attach additional pages if necessary)*

Client Signature: Christine Close **Date:** 8/29/23

PAST PERFORMANCE QUESTIONNAIRE

CONTRACT INFORMATION (To be completed by Contractor)

1. Contractor Information:

Firm Name: Felix Construction Company
Email : davidg@felixconstruction.com
Address: 2530 S. 52nd Avenue, Phoenix, AZ 85043
Contact Name: David Giannetto
Phone Number: 480.464.0011
Contact Phone: 602.625.4811

2. Work Performed as: [X] Prime Contractor [ ] Sub Contractor [ ] Joint Venture [ ] Other (Explain):

3. Contract Information:

Contract Number: CON-21-5983
Contract Type: [ ] Firm Fixed Price [ ] Cost Reimbursement [X] Other (Please specify): JOC
Contract Title: Goodyear Rainbow Valley Improvements (City of Goodyear JOC W.WW Facilities)
Contract Location:
Award Date (mm/dd/yy): 6/1/2019
Contract Completion Date: 5/1/2023
Actual Completion Date : 5/1/2023
Explain Differences:

Original Contract Price (Award Amount): $2,454,558
Final Contract Price *(to include all modifications, if applicable)* : $2,454,558
Explain Differences:

4. Project Description:

Complexity of Work: [X] High [ ] Med [ ] Routine
How is this project relevant to project of submission? *(Please provide details such as similar equipment, requirements, conditions, etc.)* Multiple improvements at the Rainbow Valley Water Reclamation Facility in including centrifuge replacements, well well influent pump station, aeration, and sludge piping.

CLIENT INFORMATION (To be completed by Client)

5. Client Information:

Name: Todd Carpenter
Phone Number: 623.882.7642
Title: Deputy Director, Water Services Department
Email Address: Todd.Carpenter@goodyearaz.gov

6. Describe the client's role in the project:

Client/Owner

Client Signature: Todd Carpenter **Date:** 8/28/23

PAST PERFORMANCE EVALUATION
(TO BE COMPLETED BY CLIENT)

1. QUALITY						
a) Quality of technical data/report preparation efforts	E	VG	S	M	U	N
b) Ability to meet quality standards specified for technical performance	E	VG	S	M	U	N
c) Timeliness/effectiveness of contract problem resolution without extensive customer guidance	E	VG	S	M	U	N
d) Adequacy/effectiveness of quality control program and adherence to contract quality assurance requirements (without adverse effect on performance)	E	VG	S	M	U	N
2. SCHEDULE/TIMELINESS OF PERFORMANCE:						
a) Compliance with contract delivery/completion schedules including any significant intermediate milestones. *(If liquidated damages were assessed or the schedule was not met, please address below)*	E	VG	S	M	U	N
b) Rate the contractor's use of available resources to accomplish tasks identified in the contract	E	VG	S	M	U	N
3. CUSTOMER SATISFACTION						
a) To what extent were the end users satisfied with the project?	E	VG	S	M	U	N
b) Contractor was reasonable and cooperative in dealing with your staff (including the ability to successfully resolve disagreements/disputes; responsiveness to administrative reports, businesslike and communication)	E	VG	S	M	U	N
c) To what extent was the contractor cooperative, businesslike, and concerned with the interests of the customer?	E	VG	S	M	U	N
d) Overall customer satisfaction	E	VG	S	M	U	N
4. MANAGEMENT/PERSONNEL/LABOR						
a) Effectiveness of on-site management of subcontractors, suppliers, materials, and/or labor force?	E	VG	S	M	U	N
b) Ability to hire, apply, and retain a qualified workforce through this effort	E	VG	S	M	U	N
c) Government Property Control	E	VG	S	M	U	N
d) Knowledge/expertise demonstrated by contractor personnel	E	VG	S	M	U	N
e) Utilization of Small Business	E	VG	S	M	U	N
f) Ability to simultaneously manage multiple projects with multiple disciplines	E	VG	S	M	U	N
g) Ability to assimilate and incorporate changes in requirements and/or priority, including planning, execution and response to Government changed	E	VG	S	M	U	N
h) Effectiveness of overall management (including ability to effectively lead, manage and control the program)	E	VG	S	M	U	N

5. COST/FINANCIAL MANAGEMENT	
a) Ability to meet the terms and conditions within the contractually agreed price(s)?	(E) VG S M U N
b) Contractor proposed innovative alternative methods/processes that reduced cost, improved maintainability or other factors that benefited the client	(E) VG S M U N
c) If this is/was a Government cost type contract, please rate the Contractor's timeliness and accuracy in submitting monthly invoices with appropriate back-up documentation, monthly status reports/budget variance reports, compliance with established budgets and avoidance of significant and/or unexplained variances (under runs or overruns)	(E) VG S M U N
d) Is the Contractor's accounting system adequate for management and tracking of costs? *If no, please explain in Remarks section.*	(Yes) No
e) If this is/was a Government contract, has/was this contract been partially or completely terminated for default or convenience or are there any pending terminations? *Indicate if show cause or cure notices were issued, or any default action in comment section below.*	Yes (No)
f) Have there been any indications that the contractor has had any financial problems? *If yes, please explain below.*	Yes (No)
6. SAFETY/SECURITY	
a) To what extent was the contractor able to maintain an environment of safety, adhere to its approved safety plan, and respond to safety issues? (Includes: following the users rules, regulations, and requirements regarding housekeeping, safety, correction of noted deficiencies, etc.)	(E) VG S M U N
b) Contractor complied with all security requirements for the project and personnel security requirements.	(E) VG S M U N
7. GENERAL	
a) Ability to successfully respond to emergency and/or surge situations (including notifying COR, PM or Contracting Officer in a timely manner regarding urgent contractual issues)	(E) VG S M U N
b) Compliance with contractual terms/ provisions *(explain if specific issues)*	(E) VG S M U N
c) Would you hire or work with this firm again? *(if no, please explain below)*	(Yes) No
d) In summary, provide an overall raiting for the work performed by this contractor.	(E) VG S M U N

Please provide responses to the questions above (if applicable) and/or additional remarks. Furthermore, please provide a brief narrative addressing specific strengths, weaknesses, deficiencies, or other comments which may assist our office in evaluating performance risk. ***(please attach additional pages if necessary)***

Client Signature: _____ **Date:** 8/28/23

FELIX
CONSTRUCTION

Address:
2530 S. 52nd Avenue
Phoenix, Arizona 85043

Phone:
480.464.0011

Website:
felixconstruction.com

EXHIBIT G
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Traffic Control/Construction Sequencing]

See following pages.

EXHIBIT H
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Allowable General Conditions Cost Line Items]

See following page.

ALLOWABLE GENERAL CONDITIONS COST LINE ITEMS

On-Site Project Management Staff
- Safety Coordinator/Assistant(s)
- Project Executive
- Office Engineer(s)
- Project Expeditor(s)
- Assistant Superintendent(s)
- CPM Scheduler
- Superintendent(s)
- Project Manager(s)
- Project Support Staff
- Out-of-State Project Specific Travel*

Bonds and Insurance
- Builder's Risk Insurance
- General Liability Insurance
- Payment and Performance Bonds
- Other Project Insurance as Required by Contract

Temporary Project Utilities
- Non-LEED Recycling Dumpsters
- Project Electricity
- Monthly Telephone / Internet Service
- Street Rental and Barricades
- Fencing and Covered Walkways
- Site Erosion Control (BMP) and Project Entrance(s)
- Temporary Toilets
- Temporary Fire Protection
- Telephone / Internet System Installation
- Temporary Water Distribution and Meters
- Temporary Electrical Distribution and Meters
- Project Water, Ice, and Supplements to Prevent Dehydration

Field Offices & Office Supplies
- Partnering Costs
- Job Photos/Videos
- Project Specific Signage
- Postage/Special Shipping
- Project/As-Built (Record) Drawings
- Project Milestone Event(s)*
- Move-In/Out and Office Setup
- Employee Identification System
- Small Tools and Storage Trailers
- Monthly Office Trailer Rental Costs
- Mobilization and Demobilization (Equipment Only)
- First Aid Supplies
- Reproduction Services
- Monthly Office Supplies
- Remote Parking Expenses
- Project Reference Manuals
- Security System/Watchman
- Safety Material and Equipment
- Drinking Water and Accessories (Including Ice)
- Office Clean-Up/Janitorial Services
- Field Engineering

* Specific justification and all estimated costs shall be submitted and approved by Buckeye prior to any travel or event.

EXHIBIT I
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Pre-Construction Cost Summary]

See following pages.

FELIX CONSTRUCTION

October 20, 2023

Arnold Coronado
Wastewater Reclamations Superintendent
City of Buckeye Water Resources Dept.

Re: Sundance WRF Rehabilitation - Preconstruction Services Proposal

Attached for the City's review is Felix's Preconstruction Services Proposal for the Sundance Water Reclamation Facility Rehabilitation Project. This package includes the following information:

- Design and Preconstruction Scope of Work: This document provides a written narrative explaining what services will be provided during this phase of the project and how information will be documented.
- Design and Preconstruction Fee Proposal: This document provides costs for each task detailed in the Scope of Work.

Felix Construction appreciates the opportunity to work with the City of Buckey on this important project.

Please contact me if you have any questions or concerns related to this proposal.

Sincerely,

Jason Robinson
Preconstruction Services Manager
Felix Construction Company
602-359-4081
jason.robinson@felixconstruction.com

Cc: File

PRECONSTRUCTION SERVICES

1.0 GENERAL MEETINGS & SERVICES

1.1 Kickoff Meeting

The purpose of this meeting is to introduce the project team and stakeholders, review the project scope of work, schedule, and client milestones. At this meeting the clients contact personnel will be identified, communication protocols will be established, and the project meeting schedule will be developed.

1.2 Design Review Meetings

Felix will attend and participate in the design review meetings for the anticipated frequency and duration of the design process. At these meetings, Felix will present their constructability comments associated with current design package. Felix will gather information during the design review meeting necessary to develop the project schedule and cost model associated with the current design package.

1.3 Cost Model & GMP Review Meetings

These meeting will be held approximately two weeks after each design progress review meeting and four weeks following the 90% design review meeting. Felix will gather the feedback from the design review meetings and our constructability review comments, and these will be incorporated into the Cost Model or GMP for the given level of design (30%/60%/90%).

1.4 Other

This section is utilized in the event the specific project calls for additional meetings beyond those detailed above.

2.0 CONSTRUCTABILITY, BIDABILITY AND VALUE ENGINEERING REVIEWS

2.1 Constructability & Value Engineering Reviews

Upon receipt of each design package Felix will perform an evaluation of the design as it relates to biddability, construction means, methods, sequences, and techniques, as well as any safety considerations. Our focus during this review process will be to enhance project value, construction efficiency, and propose alternate approaches based on our experience with the client and other similar projects. We will compile this evaluation in a list of recommendations and clarification questions to present and discuss at the design review meetings referenced above.

2.2 MOPO Planning & Development

For each upcoming work package, Felix will develop Maintenance of Plant Operations (MOPO) for review and approval by engineering and plant staff.

3.0 PROJECT SCHEDULING

Following the kick-off meeting, Felix will work with the design engineer to develop a preliminary project schedule reflecting our understanding of the key project milestones and deliverable dates. At each design stage, this project schedule will be updated, and additional detail added to track the design progress, as well as identify key activities associated with material procurement and construction that will drive the project's overall critical path. This schedule will be presented for review at each Cost Model and GMP review meeting.

4.0 SCHEDULE OF VALUES, COST MODELS & GMP PROPOSALS

4.1 Schedule of Values

To maximize the benefit of the cost modeling process, it is important to put thoughtful consideration into the Schedule of Values that will be utilized to present each cost model during the design evolution. Following receipt of the first design package, Felix will develop an initial Schedule of Values for presentation to the project team and discussion at the first design review meeting.

4.2 Cost Models

Upon receipt of each design package (30%/60%/90%), Felix will begin development of the Cost Model for that phase. Questions and comments for the design engineer will be compiled and addressed in the design review meetings and the Cost Model will be ready to present approximately two weeks following the design review meeting.
Early design phase Cost Models (30% and 60%) are largely based on Felix's historical cost and recent material and equipment pricing. We utilize an open-book process during each phase of the cost modeling effort for transparency in the detailed estimate, labor productions, material quantities, etc. The totals from this detailed open-book estimate are summarized in the Schedule of Values.
Felix will propose an appropriate level of contingencies and allowances for each Cost Model for discussion during the Cost Model review meetings.

4.3 Guaranteed Maximum Price Proposal (GMP)

Upon receipt of the 90% design package, we will perform a final biddability review of the design documents and we will begin to solicit quotes from subcontractors and vendors. During this phase, Felix will coordinate a site visit for all potential subcontractors to view the project site and current conditions prior to the bid date. Answers to questions and clarification issued from the 90% design review meeting will be issued to the bidders as addendum by Felix. We typically set the bids to be due from subcontractors and vendors approximately two weeks after the 90% design review meeting. Following receipt of the bids, we require an additional week during this phase to compile the final Cost Model, which becomes the first draft of the GMP. The final GMP will be developed following the GMP review meeting.

PROJECT RELATED EXPENSES & ALLOWANCES

Potholing Allowance will be used to locate existing plant components prior to construction.
Field Investigation Allowance will be used for electrical and mechanical investigation of existing pant conditions.

City of Buckeye
Sundance WRF Rehabilitation
Felix Project # 2093
1/22/24

FELIX CONSTRUCTION

PRECONSTRUCTION SERVICES PROPOSAL

WSP

BUCKEYE, AZ

DESCRIPTION	LABOR HOURS													COSTS			
	Pre-Con Manager	GC Estimator	GC Sr. PM	GC PM	GC Super	GC PE	Elect Estimator	Elect Sr. PM	Elect PM	Elect Super	Elect PE	Clerk	Total Hours	Direct	Indirect	Fee	Total
RATES	$ 95.00	$ 80.00	$ 95.00	$ 90.00	$ 80.00	$ 65.00	$ 80.00	$ 95.00	$ 90.00	$ 80.00	$ 65.00	$ 45.00				96%	10%	
1.0 GENERAL MEETINGS & SERVICES																	
1.1 Kickoff Meeting	2	2	0	2	0	0	0	0	0	0	0	0	6	$ 530	$ 509	$ 104	$ 1,143
1.2 Design Review Meetings	20	20	0	20	0	10	20	0	10	0	0	0	100	$ 8,450	$ 8,112	$ 1,656	$ 18,218
1.3 Cost Model & GMP Review Meetings	20	20	0	20	0	10	20	0	10	0	0	0	100	$ 8,450	$ 8,112	$ 1,656	$ 18,218
1.4 Other - Site visits, field trips to similar facilities for design selection input etc.	20	20	0	20	0	10	20	0	10	0	0	0	100	$ 8,450	$ 8,112	$ 1,656	$ 18,218
SUBTOTAL HOURS & COSTS	**62**	**62**	**0**	**62**	**0**	**30**	**60**	**0**	**30**	**0**	**0**	**0**	**306**	**$25,880**	**$24,845**	**$5,072**	**$55,797**
2.0 CONSTRUCTABILITY / BIDABILITY / VALUE ENGINEERING REVIEWS																	
2.1 Constructability & Value Engineering Reviews	20	0	10	20	20	10	0	10	10	10	0	0	110	$ 9,550	$ 9,168	$ 1,872	$ 20,590
2.2 MOPO Planning & Development	5	0	5	20	10	10	0	10	20	10	0	0	90	$ 7,750	$ 7,440	$ 1,519	$ 16,709
													0	$ -	$ -	$ -	$ -
SUBTOTAL HOURS & COSTS	**25**	**0**	**15**	**40**	**30**	**20**	**0**	**20**	**30**	**20**	**0**	**0**	**200**	**$17,300**	**$16,608**	**$3,391**	**$37,299**
3.0 PROJECT SCHEDULING																	
3.1 Schedule Development	10	0	2	5	2	0	2	0	2	2	0	0	25	$ 2,250	$ 2,160	$ 441	$ 4,851
3.2 Schedule Updates	10	0	2	5	2	0	2	0	5	2	0	0	28	$ 2,520	$ 2,419	$ 494	$ 5,433
3.3 Final GMP Schedule	5	0	2	10	2	0	2	0	2	2	0	0	25	$ 2,225	$ 2,136	$ 436	$ 4,797
SUBTOTAL HOURS & COSTS	**25**	**0**	**6**	**20**	**6**	**0**	**6**	**0**	**9**	**6**	**0**	**0**	**78**	**$6,995**	**$6,715**	**$1,371**	**$15,081**
4.0 SCHEDULE OF VALUES, COST MODELS & GMP PROPOSALS																	
4.1 Preliminary Cost Modeling	10	50	5	5	5	0	20	0	5	2	0	0	102	$ 8,485	$ 8,146	$ 1,663	$ 18,294
4.2 Cost Model Updates	20	20	5	5	5	0	20	0	5	2	0	0	82	$ 7,035	$ 6,754	$ 1,379	$ 15,167
4.3 Bid Solicitation & GMP Development	10	100	5	5	5	0	50	0	5	2	0	0	182	$ 14,885	$ 14,290	$ 2,917	$ 32,092
4.4 Final GMP Adjustments	5	50	5	5	5	0	20	0	5	2	0	0	97	$ 8,010	$ 7,690	$ 1,570	$ 17,270
SUBTOTAL HOURS & COSTS	**45**	**220**	**20**	**20**	**20**	**0**	**110**	**0**	**20**	**8**	**0**	**0**	**463**	**$38,415**	**$36,878**	**$7,529**	**$82,823**
Basic Services Total - Not-To-Exceed Amount	**157**	**282**	**41**	**142**	**56**	**50**	**176**	**20**	**89**	**34**	**0**	**0**	**1047**	**$88,590**	**$85,046**	**$17,364**	**$191,000**

PROJECT RELATED EXPENSES & ALLOWANCES	
Potholing / Equipment Rent / Felix Labor (Allowance Item)	*$ 20,000*
Field Investigation (Allowance Item)	*$ 20,000*
Coating Inspections, Adhesion Testing & Reports (Allowance Item)	*$-*
Survey (Allowance Item)	*$-*
Concrete Analysis/Engineering (Allowance Item)	*$-*
3D Scanning (Allowance Item)	*$-*
Electrical Subcontractor Support (Allowance Item)	*$-*
Subcontractor Outreach Events (Allowance Item)	*$-*
Drawing Reprographics/Plotting (Allowance Item)	*$-*
Additional Services not-to exceed amount	***$ 40,000***
TOTAL PRECONSTRUCTION SERVICES COSTS	***$ 231,000***

hours to be billed on time and material basis with total being the not to exceed value

EXHIBIT J
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Performance Bond]

See following page.

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and_____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Buckeye (hereinafter called the Obligee) in the amount of _____(Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20___, for the material, service or construction described as _____ is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any extension of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized modifications of the Contract that may hereafter be made, notice of which modifications to the surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the extent as if it were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____ 20___.

_____
Principal Seal

By:_____

_____
Surety Seal

By:_____

_____
Agency of Record

EXHIBIT K
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Payment Bond]

See following page.

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT, _____ (hereinafter called Principal), as Principal, and _____, a corporation organized and existing under the laws of the State of _____, with its principal office at _____ (hereinafter called the Surety), as Surety, are held and firmly bound unto the City of Buckeye (hereinafter called the Obligee) in the amount of _____ (Dollars) ($_____), for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has entered into a certain written Contract with the Obligee, dated the _____ day of _____ 20___, for the material, service or construction described as _____ which Contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the Work provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect.

PROVIDED, however, that this bond is executed pursuant to the provisions of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 2, Article 2, Arizona Revised Statutes, to the same extent as if they were copied at length in this agreement.

The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by a judge of the Court.

Witness our hands this _____ day of _____, 20___.

_____
Principal Seal

By:_____

_____
Surety Seal

By:_____

_____
Agency of Record

EXHIBIT L
TO
CONSTRUCTION MANAGER
AT RISK AGREEMENT
BETWEEN
CITY OF BUCKEYE
AND
FELIX CONSTRUCTION COMPANY

[Lien Release]

See following pages.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 4.K. CIP - Intelligent Transportation System (ITS) Task Order No.17 - Contract No. 2022003.22, for CIP No. 101760 & 104490
DATE PREPARED: 03/18/24	**DISTRICT NO.:** 1 & 2
STAFF LIAISON: Paul Lopez, Deputy City Engineer, plopez@buckeyeaz.gov, (623) 349-6204	
DEPARTMENT: Engineering	**AGENDA ITEM TYPE:** Consent Agenda Items / New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to take action on Task Order No. 17 to the On-Call Consulting Contract (No. 2022003.22) between the City of Buckeye, an Arizona municipal corporation, and Kimley-Horn and Associates, Inc., a North Carolina corporation, for Miller Road and I-10 to Monroe Avenue Intelligent Transportation System (ITS) and Monroe Avenue Miller Road to Eason Avenue Intelligent Transportation System (ITS); and authorize the City Manager to execute and deliver said Task Order on behalf of the City.

SUMMARY

PROJECT DESCRIPTION:
In FY 2023, Maricopa Association of Governments (MAG) awarded Intelligent Transportation System (ITS) pass through federal funding for the installation of traffic signal fiber communications. The funding was for two separate projects as follows:

- **FY 23 (BKY23-261) Monroe Ave. to Miller Rd. to Eason Ave**

Federal Share $337,036 ($0 Design, $337,036 Const.)
City Share $114,372 ($94,000 Design, $20,372 Const.)
Total $451,408

- **FY 24 (BKY24-260) Miller Rd. Monroe Ave. to I-10**

Federal Share $1,028,476 ($0 Design, $1,028,476 Const.)
City Share $240,167 ($178,000 Design, $62,167 Const.)
Total $1,268,643

- **TOTAL (2 PROJECTS): $1,720,051** (Federal $1,365,512 City $354,539)

In early 2024, MAG combined these two projects into one project as follows:

- **FY 24 (BKY24-262D, D1, C) Miller Rd. Monroe Ave. to I-10 & Monroe Ave. to Miller Rd. to Eason Ave**

Federal Share ($0 Design, $1,365,512 Const.), City Share $354,539 ($272,000 Design, $82,539 Const.)

- **COMBINED TOTAL (SINGLE PROJECT) $1,720,051** (Federal $1,365,512, City $354,539)

In line with the original MAG funding award, the City has two separate CIP Projects programmed in FY 24 of the 5 yr. CIP:

- **CIP No. 101760 Miller MC-85 to I-10:** Conduit will exist on the east side of Miller Road from Lower Buckeye Road to I-10. Install splice vaults every half-mile. Install conduit between the splice vaults and the traffic signal controller cabinets. Install 2- single mode fiber optic cables in the duct bank. Install a Gator Patch in the splice vaults with a single mode fiber optic cable running to the

traffic controller. Install a new conduit duct bank on west side of Miller Road between Monroe Avenue and Lower Buckeye Road, install splice vaults located adjacent to each traffic signal controller, run fiber through entire reach from I-10 to Monroe Avenue and connect to all existing signals. (**$300,000**)

- **CIP No. 104490 Monroe Ave. Miller Rd. to Eason Ave.:** The project shall extend new conduit and fiber easterly along Monroe Avenue from Miller Road to Eason Avenue connecting to the traffic signals to establish the ITS communication network (**$150,000**).

In order to accommodate the FY24 MAG Funding combination, the City CIP Program will be combining the two projects into a single project in FY24 as follows:

- **CIP101760 Miller MC-85 to I-10 & Monroe Ave. Miller Rd. to Eason Ave** and it shall be all inclusive of the scopes above (**$450,000**).

The total amount to be paid under this Design Task Order shall not exceed $204,527.80, leaving $245,472.20 for the ADOT Administration fee, and City share of the construction costs.

BENEFITS:
Once these projects are complete this will allow for the Intelligent Transportation System (ITS) infrastructure and the connection of existing traffic signals along the Miller Rd. and Monroe Ave. corridors.

FUTURE ACTION:
Once the design improvements are complete, ADOT will solicit the project for construction. In the meantime, staff will work with MAG and ADOT to finalize and IGA for this project. Once approved, ADOT will invoice the City for its share of the plan review and construction costs. If for some reason the Construction costs are greater than anticipated, the City may seek close out funding through MAG or pay the difference.

FINANCIAL IMPACT STATEMENT:
The City will be combining $150,000 in funding from CIP Project No. 104490 into project No. 101760 for a total funding amount of $450,000.

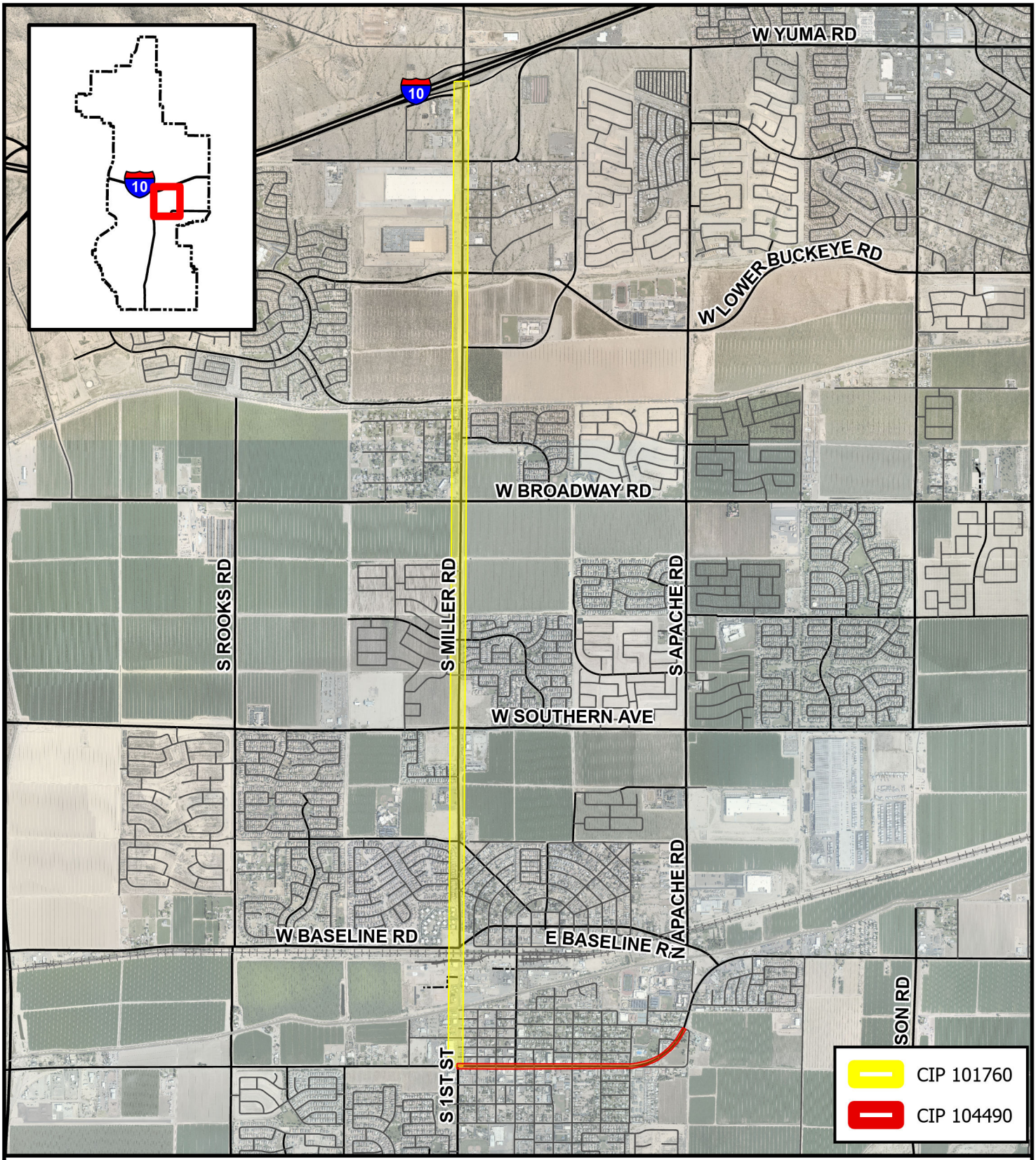
CURRENT FISCAL YEAR TOTAL COST:
The total cost of the Task Order for the design improvement project is $204,527.80.

BUDGETED:
Yes

FISCAL YEAR:
FY24

FUND/DEPARTMENT:
CIP No. 101760: 50213170-543184 | CIP No. 104490: 50213170-543182

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
CIP101760_CIP104490_2.pdf
Kimley-Horn TO17 2022003.22.pdf



BUCKEYE, AZ

CIP 101760 ITS Miller Rd, I-10 to Lower Buckeye Rd & CIP 104490 ITS - Monroe Ave, Miller Rd to Eason Ave

N

While every effort has been made to ensure the accuracy of this information, the City of Buckeye makes no warranty, expressed or implied, as to its absolute accuracy and expressly disclaims liability for the accuracy thereof.

0 1,250 2,500 5,000 Feet

Date: 3
Document Name: CIPVicinityM

ON-CALL CONSULTING TASK ORDER
FOR ENGINEERING AND ARCHITECTURAL SERVICES
BETWEEN
THE CITY OF BUCKEYE
AND
KIMLEY-HORN AND ASSOCIATES, INC.

ON-CALL CONSULTING CONTRACT NO. 2022003.22
TASK ORDER #17
MILLER RD I10 TO MONROE AVE ITS & MONROE AVE MILLER RD TO EASON AVE ITS

THIS TASK ORDER #17 (this "Task Order") is entered into as of _____, between the City of Buckeye, an Arizona municipal corporation (the "City"), and Kimley-Horn and Associates, Inc., a North Carolina corporation (the "Consultant"). This Task Order is subject to and governed by the terms and conditions of On-Call Consulting Contract No. 2022003.22 between the City and Consultant, dated March 1, 2022 (the "Contract").

ARTICLE 1
SCOPE OF SERVICES

Consultant shall provide Traffic Engineering Services for Miller Rd I10 to Monroe Ave ITS & Monroe Ave Miller Rd to Eason Ave ITS project, as more fully set forth in the Consultant's Proposal, which is attached hereto as **Exhibit A** and incorporated as if fully set forth herein (the "Work").

ARTICLE 2
SCHEDULE OF COMPLETION OF SERVICES

The Consultant shall commence work upon the issuance by the City of a Notice to Proceed, and complete the services and deliverables on or before December 1, 2024, unless this Task Order is earlier terminated pursuant to the terms and conditions of the Contract.

ARTICLE 3
FEE BREAKDOWN

Consultant shall be paid in accordance with the fee schedule set forth in the Contract. The total cost to complete the Work shall not exceed **Two Hundred and Four Thousand Five Hundred Twenty Seven Dollars and Eighty Cents ($204,527.80),** as set forth in **Exhibit A**.

ARTICLE 4
ADDITIONAL TERMS

This Task Order is subject to the terms and requirements of the Contract and may be canceled pursuant to the provisions of A.R.S. § 38-511.

By executing this Task Order, the Consultant certifies its compliance with A.R.S. § 35-393.01.

To the extent applicable under A.R.S. § 35-394, the Consultant certifies that it does not, and will not for the duration of the Contract, use the forced labor, any goods or services produced by the forced labor, or any contractors, subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If there is any discrepancy between the terms and conditions of this Task Order, the Contract, and **Exhibit A** to this Task Order, the documents shall govern in that order.

ARTICLE 5
EXHIBITS

This Task Order includes and incorporates the following Exhibit:

Exhibit A – Consultant's Proposal

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Task Order as of the date first set forth above.

CITY:

THE CITY OF BUCKEYE,
an Arizona municipal corporation

Dan Cotterman, City Manager

CONSULTANT:

KIMLEY-HORN AND ASSOCIATES, INC.,
a North Carolina corporation

Brian Smalkoski, Vice President

ATTEST:

Lucinda Aja, City Clerk

RECOMMENDED:

William Kauppi, Chief Financial Officer

APPROVED AS TO FORM:

K. Scott McCoy, City Attorney

Adobe Acrobat Sign Transaction Number: CBJCHBCAABAAGdFiXqJvLq-VxJVUQ2Lfm7PNP0UV

EXHIBIT A

TO

TASK ORDER #17

CONSULTANT'S PROPOSAL

Kimley»Horn

January 18, 2024

Mr. John Willett, P.E.
City Traffic Engineer
City of Buckeye
530 Monroe Avenue
Buckeye, AZ 85326

Re: ***Miller Road: I-10 to Monroe Avenue ITS & Monroe Avenue: Miller Road to Eason Avenue ITS***
Final Design Scope of Services

Dear Mr. Willett:

Kimley-Horn and Associates, Inc. ("Kimley-Horn" or "Consultant") is pleased to submit this letter agreement (the "Agreement") to the City of Buckeye ("Client") for preparation of final design services providing ITS improvements along Miller Road from I-10 to Monroe Avenue Way and along Monroe Avenue from Miller Road to Eason Avenue.

PROJECT SCOPE OF SERVICES

The Consultant Team will provide preliminary and final design services for the preparation of Plans, Specifications and Estimate for the design of the Miller Road and Monroe Avenue ITS projects. The project design includes verification of existing ITS conduit along Monroe Avenue, adding new City standard 7-way micro-conduit and pull box infrastructure to fill in the gaps, installation of new 432 count microfiber optic cabling, and splicing branch cables to existing traffic signal cabinets, utility coordination, Environmental clearance tasks and coordination as required with ADOT.

It is assumed the City of Buckeye has all the right-of-way or easements required for this improvement project.

The project will be delivered through three major phases: the preliminary design phase (Project Assessment), final design phase (60%, 95%, and 100%) PS&E, and post design services during the construction phase. A contract modification will be required to include the post design services to this contract.

ADOT will administer this project in its entirety with CMAQ funding being utilized for the construction of this project.

Task 1. – Project Management and Meetings

a. Project management includes contract management and internal meetings with staff. This task consists of coordination and administration of the day-to-day operations of

the project, including organizing and filing project data and communication files, responding to project correspondence including emails, performance of monthly budget updates, and schedule monitoring. This task also includes the management of sub-consultants, and interfacing and communication determined to be reasonably necessary to keep stakeholders informed.

b. Kimley-Horn will submit bi-weekly progress reports to the City's Project Manager summarizing tasks in progress, upcoming scheduled tasks, and identified design issues.

c. This task includes the preparation of monthly invoices to the City for services performed.

d. Kimley-Horn will attend the following meetings:

   i. Kickoff meeting – Consultant will prepare for and attend the kick-off meeting.
   ii. Progress Meetings – Consultant will prepare and conduct progress meetings with ADOT representatives and other stakeholders. Five progress meetings are assumed for this project.
   iii. Comment Resolution Meetings - Consultant will prepare and conduct comment resolution meetings after the Initial PA, Final PA/60%, and 95% stage submittals. The effort for these meetings is included under the specific PS&E tasks below.
   iv. RID Meeting - Consultant will prepare and conduct one meeting with the Roosevelt Irrigation District (RID) stakeholders.
   v. BWCDD Meeting - Consultant will prepare and conduct one meeting with the Buckeye Water Conservative and Drainage District (BWCDD) stakeholders.

   The Project Kickoff Meeting will be held online via Microsoft Teams and will be scheduled in coordination with City staff. Kimley-Horn will be responsible for preparing the kick-off meeting agenda, sign-in sheet, presentation, handout material, attending and facilitating the kick-off meeting, and submitting notes of the meeting to the City.

   Kimley-Horn will attend up to five (5) project progress meetings. Project progress meetings may be in the form of design review meetings or comment resolution meetings. Meetings will be online via Microsoft Teams and will be scheduled at the request of the City. Kimley-Horn will be responsible for preparing the meeting agenda, sign-in sheet, presentation, handout material, attending and facilitating the meeting, and submitting notes of the meeting to the City.

e. Kimley-Horn will perform a field review to verify the existing ITS infrastructure and above-ground utility features. Kimley-Horn will document the site visit with photographs. Kimley-Horn will inform City staff of the field review one week prior to the field review taking place.

Task 2. – Data Collection

a. The City will furnish the latest as-builts and quarter section maps for City-owned facilities (water, sewer, right-of-way, and storm drain) that are available for the project limits to Kimley-Horn.

b. Kimley-Horn will obtain aerial photography acquired from Near Maps/County Assessors website and existing record drawings acquired from the City to develop a project base map in Microstation.

Task 3. Prepare Project Assessment

The Consultant will develop Preliminary PA consistent with ADOT requirements. Key elements of the Project Assessment Report will generally include the following:

1. Title Page
2. Introduction
3. Background Data
4. Project Scope
5. Project Development Considerations
    a. Environmental Requirements
    b. Geotechnical and Drainage Requirements
    c. Critical Outside Agency Involvement
    d. Right-of-Way Requirements
    e. Utility Relocation Requirements
    f. Seasonal Considerations
    g. Traffic Requirements
    h. Design Criteria
    i. Identification of ITS infrastructure Locations and Connections to existing Traffic Signal Cabinets
    j. UPRR Crossings
    k. Roosevelt Irrigation District Crossing
    l. Buckeye Water Conservation and Drainage District (BWCDD)
6. Other Requirements
    a. Funding Sources
    b. Project Development
    c. Construction Administration
    d. Certification Acceptance Procedures
    e. Itemized Estimate
    f. Vicinity Map with segments identified.
    g. Revised Design Schedule

The Consultant will organize and attend a comment resolution meeting to resolve comments generated from the Preliminary PA.

The Consultant will revise the preliminary PA based on input from ADOT, the City, and project stakeholders. The Consultant will track all comments and resolutions to each comment.

The Consultant will complete the ADOT Systems Engineering Checklist during this task.

Task 3 Deliverables:

1. Preliminary Project Assessment
2. Systems Engineering Checklist
3. Final Project Assessment
4. Prelim PA Comment Review Meeting Minutes
5. Prelim PA Comment Response Form

Task 4. – Utility and Right-of-Way Coordination

The Consultant will coordinate with Blue Stake to identify known utility companies within the project limits. The Consultant will contact the identified utility companies to obtain their utility location information.

Once the project plans have reached the 60% level, KHA will distribute copies of the plans to each utility company identified to be within the project limits for review. A utility clearance form will be sent to each utility company that will document the status of each utility's facilities within the project limits, identify potential utility conflicts, and identify any special coordination or requirements that must be followed during construction.

Once clearance forms have been submitted and received for each utility within the project limits and the project plans have reached the 95% level, KHA will coordinate with ADOT for issuance of formal utility clearance.

The Consultant will coordinate with the City to determine the existing ROW within the project limits. It is anticipated that the Consultant will attend one additional meeting with City ROW staff to clearly identify the project limits, ROW cert letter requirements, and the scope of the project. It is assumed ROW Cert letters will be developed by the City.

It is anticipated that no new ROW or temporary construction easements (TCE) are required for this project.

The Consultant will include existing ROW information on the design plans.

The Consultant will coordinate with ADOT and UPRR for the railroad crossing agreement that will be needed for work that will be performed by the project that crosses the UPRR right-of-way. This scope includes up to four (4) meetings with ADOT and UPRR including meeting notes.

The Consultant will prepare exhibits needed by UPRR for preparation of the draft and final license agreement. This will include an 8.5"x11" exhibit showing the railroad crossing, proposed improvements, and the associated dimensions.

Kimley-Horn will prepare project specifications that address contractor responsibilities during construction as it relates to the necessary coordination between the contractor and UPRRF including any needed flagging, insurance requirements, right of entry, and all other UPRR requirements for a conduit crossing the UPRR right-of-way.

The Consultant will coordinate with Roosevelt Irrigation District (RID) during all submittals. It is assumed that the City will directly reimburse RID for associated review fees.

The Consultant will coordinate with Buckeye Water Conservation and Drainage District (BWCDD) during all submittals. It is assumed that the City will directly reimburse BWCDD for associated review fees.

Task 5. – Environmental Studies

It is anticipated that a Categorical Exclusion (CE) checklist will be appropriate National Environmental Policy Act (NEPA) documentation for the project. The CE checklist will be prepared in-house by ADOT Environmental Planning (EP). There will be no new right-of-way (ROW), easements, or temporary construction easements (TCEs).

Data Collection for Environmental Clearance Limits

Kimley-Horn will coordinate with the City to obtain georeferenced CADD files of the right-of-way limits, as well as within the embedded advance warning sign zones, that will be utilized to establish the environmental clearance limits. Kimley-Horn will provide the ADOT EP Planner/ADOT Project Manager a Vicinity Map depicting the environmental clearance limits for review and approval prior to moving forward with scoping/technical documents.

Prepare Scope of Work for Technical Documents

Kimley-Horn will prepare the draft scope of work (SOW). Kimley-Horn will provide the ADOT EP Planner and Project Manager the SOW for review and approval prior to moving forward with incorporating this SOW into technical documents. Once approved, the SOW will be utilized in the technical documents as well as the scoping letters.

Agency Scoping

Kimley-Horn will prepare scoping letters for the agency stakeholders that could be affected by the proposed project. Kimley-Horn will coordinate with the ADOT EP Planner to determine a list of agencies that should receive a scoping letter. Kimley-Horn will then prepare the draft scoping letters/scoping list and submit to the ADOT EP Planner for review/approval. Kimley-Horn will prepare the final scoping letters/scoping list for distribution (via email to the extent

practicable). Upon receipt of comments, Kimley-Horn will coordinate with the ADOT EP Planner to prepare responses to comments.

Biological Resources

Biological Evaluation Short Form (BESF)-Overall Project

Kimley-Horn will prepare a Biological Evaluation Short Form (BESF) for the overall project construction. Kimley-Horn will review an Official Species List for the project area (provided by ADOT EP) from the U.S. Fish and Wildlife Service (USFWS) Information, Planning, and Consultation (IPaC) system to determine if threatened, endangered, proposed, and/or candidate species may occur in the project vicinity. The Arizona Game and Fish Department (AGFD) On-line Environmental Review Tool (OERT) (provided by ADOT EP) will be reviewed to determine special status species are known to occur in the project vicinity. Analysis of effects, determination of effects and USFWS/Agency consultation requirements will be documented in the form. State sensitive species, noxious and invasive species, and the Migratory Bird Treaty Act, and any required mitigation measures will be discussed (as applicable). Kimley-Horn will assess potential impacts to listed species and make recommendations for future surveys/detailed assessments/mitigation measures (if applicable). Kimley-Horn will submit the draft BESF to the ADOT EP Biologist for review and one (1) round of comments. Kimley-Horn will finalize the BESF based on the ADOT EP Biologist comments.

Hazardous Materials

Preliminary Initial Site Assessment (PISA)-Overall Project

Kimley-Horn will prepare a PISA to identify potential contamination concerns within the project area. The PISA documentation will include observations from field reconnaissance and the review of an environmental database search that be prepared by a third party for the vicinity of the project. Kimley-Horn will submit the draft PISA to the ADOT EP for review and one (1) round of comments. Kimley-Horn will finalize the PISA based on the ADOT EP comments.

Cultural Resources

See attached scope by Desert Archaeology, Inc. (Desert) for cultural resources. Kimley-Horn will coordinate with Desert and ADOT EP during the cultural resources approval process.

Consultant Team/EP Coordination

Kimley-Horn will coordinate with the consultant internal team and ADOT EP throughout the project clearance process. Coordination with ADOT EP is anticipated to be by telephone or email as meetings are included in a separate task.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Asbestos and lead-based paint sampling, not required
- CE Checklists/clearance memos (in-house by ADOT)
- Additional Environmental Documentation, Field Work, Coordination

Task 6. Prepare 60% Plans, Specifications, and Estimate (PS&E)

Task 6.1 – Prepare ITS Design

The Consultant will develop an ITS design file of the project area (including the limits along Miller Rd and Monroe Ave) in Microstation format. It is assumed that Aerials will be used as the topographical basefile.

ITS Design file will contain the following information:

- Existing conduits and pull boxes;
- Location of proposed conduit, pull boxes, and fiber optic cabling;
- Location of existing traffic signal cabinets;
- Identification of existing utilities; and
- Identification of existing right-of-way.

The City will provide the Consultant with project as-built documents and electronic files, where available, for completed construction project and all locations of all City owned utilities within the project limits. The City will provide these documents and files within 1 month after the project kick-off meeting.

The Consultant will prepare plan sheets at a scale of 1 inch = 40 feet (1"=40').

Task 6.2 – Prepare 60% Plans

It is intended that the 60% plans will be a complete plan set which includes sufficient detail for project construction requirements.

The Consultant will design the communication cable system including the fiber optic splices and terminations.

The following plan sheets and sections of plan sheets (estimated) will be included in each of the plan package:

- Title sheet (1 sheet);
- Index of sheets / Legend and abbreviations (1 sheet);
- General notes (1 sheet);
- Summary of Quantities (2 sheets);
- Buckeye Standard Details on ADOT Border (6 Sheets);
- Construction notes (1 sheet);

- Special Detail (1 sheet);
- Railroad Crossing Details (2 Sheets);
- Geometric Control Sheets (18 Sheets);
- Location plan sheets (Double Stacked, 40 scale) (26 sheets); and
- Corner detail sheets (10 scale) (5 sheets)

Corner details will consist of 10 scale drawings of areas where the fiber will connect to existing traffic signal cabinet equipment.

Conduit, pull box, and fiber optic cabling construction details are anticipated to consist of the applicable City of Buckeye Engineering ITS Standard Details and a special detail for narrow ROW areas along Miller Rd.

Task 6.3 – Prepare 60% Special Provisions

The Consultant will prepare Special Provisions for the project construction. The Special Provisions will be prepared in Microsoft Word.

The Special Provisions will utilize City of Buckeye ITS standard detail requirements and the ADOT Standard Specifications for Road and Bridge Construction (2021) as the basis and will be modified as required to describe the construction requirements for this project.

Task 6.4 – Prepare 60% Estimate of Probable Costs

The Consultant will prepare an engineering estimate of construction cost based on the 60% design bid item quantities and review of recent bid prices from the City, ADOT, and other construction projects with similar ITS improvement scope of work in the area.

Task 6.5 – Submit 60% PS&E

KHA will submit 60% PS&E package to the City and ADOT for review. It is anticipated that both ADOT and the City will require the submittal in an electronic pdf format.

Task 6.6 – 60% Comment Review Meeting

The Consultant will set up a comment review meeting to discuss comments to the 60% PS&E from the City and ADOT. The Consultant will also prepare and submit a comment response form which will document comments received to the 60% plans as well as the Consultant's response to each comment. The Consultant will provide meeting minutes to document the review meeting discussion.

Task 6 Deliverables:

1. Submittal of 60% PS&E Package
2. 60% Comment Review Meeting Minutes
3. 60% Comment Response Form

TASK 7 — PREPARE 95% PLANS, SPECIAL PROVISIONS AND ESTIMATE

Task 7.1 – Prepare 95% Plans

Based on the review comments on the 60% PS&E, the 60% plans will be advanced to 95% completion level.

The design concept (fiber path, number and location of devices, etc.) will be considered final after the resolution of the 60% review comments.

The following plan sheets and sections of plan sheets (estimated) will be included in the 95% plan package:

- All plan sheets included in the 60% PS&E (64 sheets);
- Splice detail sheets (4 sheets); and
- Traffic control plans (3 sheets);

The Consultant will be responsible for developing traffic control plans as required by the federal process. It is anticipated that all construction activities will be completed utilizing standard shoulder and lane closures. KHA will develop a matrix of traffic control activities and an estimate for traffic control which will include quantities for specific traffic control elements to be included in the estimate of probable cost.

Task 7.2 – 95% Communications Meeting

The Consultant will set up a communications meeting to discuss the proposed splicing and communications network paths.

The Consultant will provide meeting minutes to document the review meeting discussion.

Task 7.3 – Prepare 95% Special Provisions

Based on the 60% comments, the Special Provisions will be advanced to 95% level.

Task 7.4 – Prepare 95% Estimate of Probable Costs

The estimate of probable construction costs will be updated to reflect the 95% plans and Special Provisions.

Task 7.5 – Submit 95% PS&E

KHA will submit 95% PS&E package to the City and ADOT for review. It is anticipated that both ADOT and the City will require an electronic pdf copy of the submittal.

Task 7.6 – 95% Comment Review Meeting

The Consultant will set up a comment review meeting to discuss comments to the 95% PS&E from the City and ADOT. The Consultant will provide meeting minutes to document the review meeting discussion. The Consultant will also prepare and submit a comment response form

which will document comments received to the 95% plans as well as the Consultant's response to each comment.

Task 7 Deliverables:

1. Submittal of 95% PS&E Package
2. 95% Comment Response Form
3. 95% Comment Review Meeting Minutes
4. 95% Communications Meeting Minutes

TASK 8 — PREPARE 100% PLANS, SPECIFICATIONS AND ESTIMATE

Task 8.1 – Prepare 100% PS&E

Based on the 95% review comments, plans, Special Provisions, and estimates will be finalized.

Task 8.2 – Submit 100% PS&E

One set of final contract documents will be submitted to the City and ADOT for bid. Based on the final quantities, the Consultant will prepare and provide a bid item schedule.

The Consultant will also prepare and submit a comment response form which will document comments received to the 95% plans as well as the Consultant's response to each comment. Upon project closeout, the Consultant will provide electronic versions of the final plans, Special Provisions, estimate of probable cost, and bid schedule to the City.

Task 8.3 – ADOT C&S Coordination

The Consultant shall support the Contracts and Specifications process after completion of the 100% submittal leading to the complete bid documents as follows:

A. Promptly answer questions (within two working days or sooner) relative to the plans, quantities, and Special Provisions.

B. Make any necessary corrections to the plans, Special Provisions, quantities, notes, etc. as may be required.

C. Address protest issues should any arise.

Task 8 Deliverables:

1. One set of the final plans – 100% submittal with comments resolved. Sealed and signed full size pdf electronic sheets.
2. One set of the Special Provisions in Word format
3. One set of estimate of probable cost in Excel format
4. Bid schedule in Excel format

Direct Expenses

a. Direct reimbursable expenses such as express delivery services, fees, vehicular mileage, and other direct expenses will be billed at times cost. A summary of anticipated expenses is shown in Appendix A of this document.

SUBCONSULTANT SERVICES

Task 9. – Cultural Resources

See attached scope by Desert Archaeology, Inc. (Desert) for a Class I Literature Review. Kimley-Horn will coordinate with Desert and ADOT EP during the Class I report approval process.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Traffic analysis, traffic study, or obtaining traffic counts
- Attending more meetings than specifically described in the sections above
- Geotechnical analysis and pavement design
- Public involvement
- Post design services
- Subsurface utility engineering (potholing, utility locating, etc.)
- Landscaping or aesthetic improvements
- More than four submittals

Information Provided By Client

Kimley-Horn shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all project related information requested by Kimley-Horn during the project.

Schedule

We will provide our services as expeditiously as practicable with the goal of completing the Final Design Plans Submittal in accordance with ADOT Project Development Guidelines. It is assumed the fiscal year for obligation of the project federal funding will be FY25. The assumed duration of the design is 12-14 months from the NTP date.

Closure

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.

By: Tom McCullough, P.E.
Project Manager

APPENDIX A
FEE SUMMARY

Summary of Consultant's Compensation

Kimley»Horn

Project Location: Miller Rd and Monroe Ave
Project Description: ITS Final Design

7740 N 16th Street,
Suite 300
Phoenix, AZ 85020
602.216.1298

1/18/2024

CONTRACT LABOR

Classification	Man Hours	Billable Rates		Labor Costs
Senior Professional II	215	$ 240.00		$ 51,600.00
Senior Professional I	60	$ 225.00		$ 13,500.00
Professional	281	$ 170.00		$ 47,770.00
Analyst/ Designer	562	$ 135.00		$ 75,870.00
Admin	20	$ 100.00		$ 2,000.00
			Subtotal Contract Labor	**$ 190,740.00**

DIRECT AND OUTSIDE EXPENSES

General Expenses		$ 792.00
	Subtotal Direct & Outside Expenses	**$ 792.00**

SUBCONSULTANT FEE

Subconsultant	Task		Fee
Desert	Cultural Resources		$ 12,995.80
		Subtotal Subconsultant Fee	**$ 12,995.80**

TOTALS

Subtotal Contract Labor	$	190,740.00
Subtotal Direct & Outside Expenses	$	792.00
Subtotal Contract Fee	**$**	**191,532.00**
Subtotal Subconsultant Fee	$	12,995.80
Total Contract Fee	**$**	**204,527.80**

Detail of Consultant's Compensation
City of Buckeye
Miller Rd and Monroe Ave ITS
Final Design

TASK DESCRIPTION	SUBTOTAL	Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
		$ 240.00	$ 225.00	$ 170.00	$ 135.00	$ 100.00
TASK 1 - PROJECT MANAGEMENT AND MEETINGS	**$ 19,940.00**	**33**	**10**	**29**	**24**	**16**
Project Administration, Bi-Weekly Progress Reports, Invoicing	$ 8,010.00	16	6	4	4	16
Project Kickoff Meeting (up to 1)	$ 1,430.00	2		4	2	
Project Progress Meetings (up to 5)	$ 3,580.00	5	2	5	8	
Project Field Review	$ 4,060.00	6	2	8	6	
Project RID Meeting	$ 1,430.00	2		4	2	
Project BWCDD Meeting	$ 1,430.00	2		4	2	
	$ -					
TASK 2 - DATA COLLECTION	**$ 4,420.00**	**6**	**-**	**8**	**12**	**-**
Data Collection	$ 4,420.00	6		8	12	
	$ -					
TASK 3 - PREPARE PROJECT ASSESSMENT	**$ 21,470.00**	**20**	**10**	**34**	**64**	**-**
Preliminary Project Assessment	$ 11,220.00	8	6	15	40	
Final Project Assessment	$ 6,810.00	6	4	12	18	
Systems Engineering Checklist	$ 820.00	2		2		
Prelim PA SOC and Comment Review Meeting	$ 2,620.00	4		5	6	
TASK 4 - UTILITY AND RIGHT-OF-WAY COORDINATION	**$ 29,790.00**	**28**	**13**	**51**	**85**	**-**
Utility Coordination and Clearance	$ 7,065.00	5	2	12	25	
R/W Coordination and Clearance	$ 2,260.00	5	2	2	2	
UPRR Coordination	$ 10,975.00	10	5	20	30	
RID Coordination	$ 6,630.00	6	2	12	20	
BWCDD Coordination	$ 2,860.00	2	2	5	8	
TASK 5 - ENVIRONMENTAL STUDIES	**$ 33,190.00**	**62**	**-**	**18**	**110**	**4**
Data Collection, Scope of Work	$ 1,670.00	3		4	2	
Fieldwork	$ 3,560.00	1		10	12	
Agency Scoping	$ 3,790.00	2		2	22	
Biological Resources- BESF	$ 4,300.00	3		2	24	
Hazardous Materials-PISA	$ 4,770.00	3			30	
Cultural Resources Review/Sub Coord	$ 2,800.00	10				4
Consultant Team/EP Coordination	$ 12,300.00	40			20	
TASK 6 - PREPARE 60% PS&E	**$ 53,125.00**	**37**	**16**	**89**	**189**	**-**
Prepare Basefile	$ 9,090.00	5	2	12	40	
Prepare 60% Plans (64 sheets)	$ 29,690.00	18	12	46	110	
Prepare 60% Special Provisions	$ 4,635.00	4	2	15	5	
Prepare 60% Estimate	$ 5,260.00	5		8	20	
Submit 60% PS&E	$ 1,360.00	2		2	4	

Detail of Consultant's Compensation
City of Buckeye
Miller Rd and Monroe Ave ITS
Final Design

		Senior Professional II	Senior Professional I	Professional	Analyst/ Designer	Admin
TASK DESCRIPTION	**SUBTOTAL**	**$ 240.00**	**$ 225.00**	**$ 170.00**	**$ 135.00**	**$ 100.00**
60% PS&E SOC	$ 3,090.00	3		6	10	
TASK 7 - PREPARE 95% PS&E	**$ 20,730.00**	**18**	**7**	**42**	**57**	**-**
Prepare 95% Plans (71 Sheets)	$ 10,830.00	8	5	18	35	
Prepare 95% Special Provisions	$ 3,720.00	4	2	12	2	
Prepare 95% Estimate	$ 2,240.00	2		4	8	
Submit 95% PS&E	$ 1,700.00	2		4	4	
95% PS&E SOC	$ 2,240.00	2		4	8	
	$ -					
TASK 8 - PREPARE 100% PS&E	**$ 8,075.00**	**11**	**4**	**10**	**21**	**-**
Prepare 100% Plans	$ 4,390.00	4	2	8	12	
Submit 100% PS&E	$ 1,360.00	2		2	4	
C&S Coordination	$ 2,325.00	5	2		5	
	$ -					
	$ -					
SUBTOTAL DIRECT LABOR	**$ 190,740.00**	**215**	**60**	**281**	**562**	**20**
DIRECT EXPENSES						
EXPENSES	**$ 792.00**					
Vehicular Mileage (5 Trips @ 112 miles/visit @ $0.50/mile)	$ 302.00					
ERIS (hazmat)	$ 340.00					
Miscellaneous Expenses (Deliveries, Plotting, Etc.)	$ 150.00					
SUBCONSULTANT						
TASK 9 - CULTURAL RESOURCES	**$ 12,995.80**					
Desert (Class III Survey)	$ 12,995.80					
SUBTOTAL SUBCONSULTANT	**$ 12,995.80**					
TOTAL CONTRACT FEE - NOT TO EXCEED	**$ 204,527.80**					

DESERT ARCHAEOLOGY, INC.
3975 N. Tucson Blvd. Tucson, Arizona 85716
(520) 881-2244
www.desert.com

Sarah Herr, Ph.D.
President
William H. Doelle, Ph.D.
Vice President

City of Buckeye MC 85 and Monroe, Miller Rd ITS
Cultural Resources Services
Prepared by Desert Archaeology, Inc. for Kimley Horn

Scope of Work

The City of Buckeye plans to install ITS conduit, fiber optic cabling and pull boxes along Miller Rd from 500' north of Pima intersection to 500' south of MC 85/Monroe intersection and along MC85/Monroe from 500' west of Miller/1st Street intersection to 500' north of Eason Avenue in Buckeye, Arizona. The project will utilize federal funding. Therefore, cultural resources compliance for the project falls under Section 106 of the National Historic Preservation Act of 1966 (NHPA; Public Law 89-665; 54 U.S.C. 300101 *et seq.*) and the Arizona Antiquities Act (AAA; A.R.S. 41-841 *et seq.*, as amended.

A preliminary review of the ADOT Historic Preservation Team (HPT) Portal and AZSITE, the state's electronic inventory of cultural resources, indicate that 17 previous cultural resources surveys intersect the project area. The most recent survey was conducted in 2010. There are 5 previously recorded cultural resources sites which intersect the project area including the Buckeye Canal and Roosevelt Canal.

Tasks will include a Class I records review and Class III survey of the APE. A Class III survey report will be prepared, and consultation support will be provided as needed.

Tasks

1. Desert Archaeology will conduct a Class I inventory of known cultural resources within the study area. Relevant information related to previous projects and known archaeological sites in the vicinity of the APE will be gathered from a variety of sources, including AZSITE; the Arizona State Museum (ASM) Archaeological Records Office (ARO); the ADOT Historic Preservation Team (HPT) portal. Other potential sources of information may include General Land Office (GLO) records and historic USGS topographical quadrangle maps, historic aerial photographs, the Arizona Register of Historic Places (ARHP), the National Register of Historic Places (NRHP), property records, and relevant reports for past projects conducted in and adjacent to the project area. This effort would evaluate the adequacy and degree of coverage of previous projects to identify areas where Class III survey is recommended.

2. Desert Archaeology will conduct a Class III cultural resources survey, and the survey would be undertaken by the project team. Desert Archaeology holds a current AAA Permit (2022-030bl) for conducting non-collection surveys in the state. The survey would require the systematic inspection of the ground surface within the project area by an archaeologist and the identification of any cultural remains that are visible. Standing buildings or structures within or adjacent to the project area would be evaluated as to age and function.

   All cultural resources that are identified will be assessed and recorded, mapped using a GPS instrument, and photographed. Newly discovered sites will be fully recorded using current ASM site

forms. Previously recorded sites will be relocated, their current condition will be assessed, and they will be documented according to current ASM standards. Any site encountered during the Class III survey will be evaluated for significance using the National Register of Historic Places criteria. Cultural remains not meeting ASM site definition criteria will be recorded as isolated occurrences.

3. The work will result in a report that describes the background, approach, and findings of the Class I inventory and Class III survey and provide recommendations for further consideration of affected cultural resources recommended as eligible for the National Register of Historic Places. Recommended treatment could include avoidance, archival research, archaeological testing and data recovery, or a combination of these approaches. The report will follow content and formatting guidelines established by the Arizona State Historic Preservation Office and ASM and meet the compliance requirements of federal, state, and local agencies. The report will be submitted to the ADOT Environmental & Planning Group (EPG) upon completion of the survey. Once it is approved, the content of the report will be summarized in the environmental documents.

4. Desert Archaeology will facilitate Section 106 consultation through preparation of draft consultation letters as needed. Once the final report is accepted by all compliance review agencies, all project materials will be curated with the ASM.

Exclusions:

The proposal does not include historical evaluation of any historic structures adjacent to the project area, site flagging for avoidance, cultural resources monitoring, or testing/data recovery.

Schedule and Cost

A breakdown of costs is presented in the attached derivation. We will begin the Class I inventory (Tasks 1) within one week of receiving project limits maps. The Class III survey (Task 2) will begin within two weeks of receiving project maps and will be completed in one week (weather permitting). The report (Task 3) will require four weeks to complete. Consultation support (Task 4) will be ongoing throughout the project as needed.

Patricia Castalia

17 January, 2024

Patricia Castalia
Operations Director

Date

City of Buckeye MC 85/Monroe_Miller Rd ITS
Cultural Resources Survey

Task / Resource	Hours	Wages	Cost
Direct Labor			
Management			
Project Manager	4	$121.90	$487.60
Class I Inventory			
Project Director 2	20	$86.66	$1,733.20
Class III Survey			
Project Director 2	20	$86.66	$1,733.20
Crew Chief	20	$78.28	$1,565.60
Mapping			
Mapping Director	4	$101.10	$404.40
Report Preparation			
Project Director 2	48	$86.66	$4,159.68
Publications Director	8	$86.66	$693.28
Drafting/Mapping Specialist	12	$72.22	$866.64
Subtotal Direct Labor	136		$11,643.60
Other Direct Costs			
Curation/Permits			$1,352.20
Subtotal Other Direct Costs			$1,352.20
Total Budget			$12,995.80

Quote

THE UNIVERSITY OF ARIZONA ARIZONA STATE MUSEUM

Quote No	**Q006152**
Job No.	006546
Date	17 January 2024
Valid To	17 March 2024

Arizona State Museum
C/O RII Business Center
University of Arizona
Marshall Building - Room 525
845 N Park Avenue
PO Box 210158B
Tucson, AZ 85721

Desert Archaeology
3975 N. Tucson Blvd.
Tucson
AZ 85716-1037

City of Buckeye MC 85/Monroe and Miller Rd ITS

Online Quote Request 01/16/2024 11:30 am
Submitted By: Kristin Stott / permits@desert.com [5208812244]
Billing Contact: Jody Dito permits@desert.com 5208812244
23-233
Non-collection survey for City of Buckeye ITS conduit installation along MC 85/Monroe and Miller Rd
Client Selected:

Desert Archaeology:Desert Archaeology
3975 N. Tucson Blvd.:3975 N. Tucson Blvd.
Tucson:Tucson
AZ:AZ
85716-1037:85716-1037
(520) 881-2244:(520) 881-2244
http://desert.com/:http://desert.com/

Project Sponsor: Kimely Horn
Project Name: City of Buckeye MC 85/Monroe and Miller Rd ITS
Project Number: 23-233
ASM Accession Number:
Project Description: Non-collection survey for City of Buckeye ITS conduit installation along MC 85/Monroe and Miller Rd
Land Ownership: Private: NO
Land Ownership: Tribal: NO
Land Ownership: Federal: NO
Land Ownership: State: YES
Estimated Project Start Date: 04/01/2024
Estimated Project End Date: 05/06/2024

Service: PROJECT REGISTRATION: YES
Project will be carried out under an AAA Permit: SELECTED
Non-collection Survey: SELECTED
Number of acres on State land: 70.0
Number of linear miles on State land: 6
Number of calendar days project duration on State land: 2
AAA Project-specific Permit No: SELECTED
AAA Blanket Permit already issued for calendar year: SELECTED
Acknowledgement of Notification of Intent to conduct non-collection survey: YES
Number of person field days: 4
Number of new sites to be recorded: 0
Number of sites to be updated: 4
Number of linear inches of documents to be curated at ASM: 1
Number of digital images to be curated at ASM: 5

Quote

THE UNIVERSITY OF ARIZONA ARIZONA STATE MUSEUM

Rate-Based Services

Description	Time	Rate	Amount
Project Registration, Non-collection survey - Assistant - (ARO)	0.67	38.00	25.33
Project Registration, Non-collection survey - Specialist - (ARO)	0.60	83.00	49.80
Review Draft Report - Specialist - (ARO)	2.00	83.00	166.00
CURATION Prepare Documents - Assistant - (ARO)	0.33	38.00	12.67
CURATION Prepare Documents - Specialist - (ARO)	0.17	83.00	13.83
CURATION Prepare Archive - Assistant - (ARCHIVE)	0.30	38.00	11.40
CURATION Prepare Archive - Professional - (ARCHIVE)	0.33	125.00	41.67
CURATION ASM Site Card Update - Assistant - (ARO)	3.00	38.00	114.00
CURATION ASM Site Card Update - Specialist - (ARO)	8.00	83.00	664.00
CURATION Prepare Photos - Specialist - (PHOTO)	1.50	83.00	124.50
CURATION Process Images - Professional - (PHOTO)	0.50	125.00	62.50

Fee-Based Services

Description	Quantity	Rate	Amount
CURATION in perpetuity of a linear inch of documentation	1.00	66.50	66.50

Sub Total	1,352.20
Tax	0.00
Total	**1,352.20**

This quote is provided in good faith based on the assumptions and information submitted via the Arizona State Museum (ASM) Request for Quote Questionnaire. This quote applies only to the specific project for which the Request for Quote was submitted. If at any time the scope of this project escalates beyond that which was outlined within the Request for Quote Questionnaire, a revised quote (Rev.) will be issued, and thereafter become binding. The rates and fees listed in this quote are valid for 60 calendar days after date issued.

Introducing:

SCRIVA BY ERIS

Level Up Your Report Writing

CONFIDENTIAL - Project Quote
Delivered via Email

Date: 1/18/2024

Customer Name: Jennifer Simpkins
Company: Kimley-Horn
Address: 7740 N 16th St, Ste 300
City, State Zip: Phoenix, AZ 85020
PO# NA

Project Name: MC85 and Miller Rd Corridor
Project Address:
Project Number: Buckeye, AZ
Project Size mi/mi^2**:** 5.3
Salesperson: Rich DeMusis
Other Notes: 1/8 Mile PISA Template

Standard TAT- Large Area Projects May Require Additional Processing Time

Qty	Description	Unit Price	Line Total
1	Database Report	$ 340	$340
	1/8 Mi PISA Template		
	AZ State Taxes Not Included		
		TOTAL	$ 340

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 5.A. DS - Ordinance No. 06-24 - Public Hearing and Ordinance for Copper Falls III Major Community Master Plan Amendment ("CMPA") and Development Agreement - PLZZ-22-00025
DATE PREPARED: 03/18/24	**DISTRICT NO.:** Council District No. 1
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Ordinance No. 06-24 approving an Amendment to the Copper Falls Community Master Plan as described in Case Number PLZZ-22-00025; approving the Second Amended Development Agreement between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., concerning the development of the northernmost approximately 72.3 acres of the Copper Falls Community Master Plan; and authorizing the Mayor to execute and deliver the Development Agreement.

SUMMARY

PROJECT DESCRIPTION:
Continued from the March 5, 2024 Regular Council Meeting.

William E. Lally, Tiffany & Bosco, P.A., on behalf of property owner GM Gabrych Family Limited Partnership, is requesting approval of Application PLZZ-22-00025, a request involving two components, as follows: 1) Major Amendment to the Copper Falls CMP, revising permitted uses and establishing development standards to accommodate development of commercial and multi-family residential uses within the northernmost 72.3 acres of the overall 276-acre CMP; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the northernmost 72.3 acres of the Copper Falls CMP.

The property subject to these approvals is approximately 72.3 acres located at the southwest corner of Miller Road and Broadway Road. The proposal does not modify any use, standard, or requirement for the southern 203.7 acres within the approved CMP.

Additional information on these requests, including analysis, can be found in the attached staff report.

BENEFITS:

Approval of the proposed amendment will increase the diversity of housing options available in the Miller Road corridor while incorporating standards to minimize impacts on existing residents within the area. Furthermore, the future residents of this development will increase the demand for retail, restaurant, and other commercial services in the area, benefitting all who live and work in vicinity to the property.

Items related to a project or facility location must include an attached vicinity map for Council Review.

ATTACHMENTS:

PLZZ-22-00025 Copper Falls III Major CMP Amendment and DA - Council Staff Report - 030524.docx
Exhibit A - Aerial Vicinity Map.pdf
Exhibit B - Zoning Map.pdf
Exhibit C - General Plan Land Use Map.pdf
Exhibit D - CMP Amendment Summary Narrative.pdf
Exhibit E - Proposed CMP Amendment.pdf
Exhibit F - Citizen Participation Plan.pdf
Exhibit G - Correspondence from Opposed Residents.pdf
Exhibit H - Revised Conceptual Site Plan.pdf
Copper Falls III CMPA Council Presentation (3-5-24).pptx
Development Agreement.030724.tgh.pdf
Ordinance No. 06-24 Copper Falls CMPA.docx

MAJOR CMP AMENDMENT & DEVELOPMENT AGREEMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-22-00025
TITLE:	Copper Falls III Major Community Master Plan (CMP) Amendment and Development Agreement
MEETING DATE:	March 5, 2024

Applicant:	William E. Lally, Tiffany & Bosco, P.A.
Owner(s):	GM Gabrych Family Limited Partnership
Request:	The request involves two components, as follows: 1) Major Amendment to the Copper Falls Community Master Plan (CMP), revising permitted uses and establishing development standards to accommodate development of commercial and multi-family residential uses within the northernmost 72.3 acres of the overall 276-acre CMP; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the northernmost 72.3 acres of the Copper Falls CMP. The proposal does not modify any use, standard, or requirement for the southern 202.7 acres within the approved CMP.
District(s):	Council District No. 1
Location:	Southwest Corner of Miller Road and Broadway Road (Exhibits A, B, and C)
Site size:	Approximately 72.3 acres
Public input:	An advertised neighborhood meeting was held February 15, 2023. In addition to the applicant and City staff, 13 people attended the meeting. Eleven people, mostly in opposition to the project, spoke during the Planning and Zoning Commission's public hearing on December 12, 2023. A summary of concerns raised at the neighborhood meeting and P&Z hearing can be found within the public participation section of this staff report. All required notices of this public hearing have been completed; written correspondence from neighboring property owners in

opposition to the request is included as an attachment to this staff report.

Recommendation: Conduct a public hearing and recommend that City Council approve the proposed Rezone/Major CMP Amendment subject to conditions (a) through (jj).

PROJECT DESCRIPTION

1. William E. Lally, Tiffany & Bosco, P.A., on behalf of property owner GM Gabrych Family Limited Partnership, is requesting (Exhibits D and E) approval of a Major Amendment to the Copper Falls Community Master Plan. The proposed Amendment, which applies strictly to the northernmost 72.3 acres of the overall 276-acre Copper Falls CMP (as shown in Exhibits A, B, and C), will revise permitted land uses and establish development standards to accommodate development of a combination of commercial and multi-family residential uses on the 72.3-acre subject property. The Amendment also designates a location for potential future development of a Buckeye fire station facility.

2. The proposed amendment does not modify any use or standard for the southern 203.7 acres within the approved CMP.

3. The approved Copper Falls CMP contemplated dividing the subject property into four parcels, to be developed as follows:
    - Parcel 6: The westernmost 31 acres of the site, intended to be developed with single-family residences at a density between 2 and 3 dwelling units per acre.
    - Parcel 7: Approximately 22 acres located east of Parcel 6 and immediately east of the planned collector street, intended to be developed with single-family residences at a density between 2 and 3 dwelling units per acre.
    - Parcel 8: Approximately 21 acres located at the southwest corner of Miller Road and Broadway Road, intended to be developed with commercial uses largely similar to the City's Community Commercial (C-2) zoning district.
    - Parcel 9: Approximately 5 acres located adjacent to Miller Road at the southeast corner of the property, intended to be developed with medical and/or professional offices or other similar uses that are not typically located within a retail shopping center environment.

4. The proposed CMP Amendment will divide the subject property into five parcels, to be developed as follows:
    - Parcel 6: 9.28 acres at the northwest corner of the subject property, to be developed with single-story multi-family residential (e.g. bungalows or BTR) at a density not to exceed 15 dwelling units per acre. An approximately 3 acre portion of Parcel 6 is also reserved for a Buckeye Fire Station facility should the City desire to construct and operate one on this property. The proposed Fire Station had originally been proposed in an alternate location. To better suit the needs of the City's Fire Department, the location was shifted to the location shown on Exhibit H, which will supersede the earlier version of the conceptual site plan included in Exhibits D and E.
    - Parcel 7: 13.90 acres located east of parcel 6 and immediately east of the planned collector street, to be developed with single-story multi-family residential (e.g. bungalows or BTR) at a density not to exceed 15 dwelling units per acre. Where it surrounds an existing single-family residence, a 110-foot landscaped buffer zone is provided; within the 55 feet of the buffer nearest the existing home, only low intensity amenities such as trails or seating nodes will be allowed, within the outer 55 feet, higher intensity amenities such as pools or playgrounds may be permitted.
    - Parcel 8: 18.47 acres located at the southwest corner of the site, directly south of Parcel 6, to be developed with two-story multi-family residential at a density not to exceed 15 dwelling units per acre.
    - Parcel 9: 14.79 acres located in the central portion of the site south of Parcel 7, to be developed with multi-story multi-family residential at a density not to exceed 30 dwelling units per acre.
    - Parcel 10: 16.48 acres located at the southwest corner of Miller Road and Broadway Road, to be developed with commercial uses in accordance with the City's Community Commercial (C-2) zoning district, with amendments to limit the number of drive-thru uses occuring on the property to a maximum of four, to prohibit thrift stores (defined as resale of used merchandise), and to prohibit "small box discount stores", more commonly known as dollar stores.

5. As the original CMP did not contemplate multi-family residential uses on the property, the proposed amendment establishes new development standards for the three parcels upon which multi-family residential development is proposed. The standards proposed

are based upon the City's Multi-Family Residential 2 (MF-2) zoning district, with the following modifications:

- Whereas the MF-2 district does not cap maximum density, the proposed CMP limits density to 15 units per acre on Parcels 6, 7, and 8, and 30 units per acre on Parcel 9.
- Maximum lot coverage is reduced from 95 percent allowed in the MF-2 district to 80 percent within the proposed CMP.
- Whereas the MF-2 district does not establish a maximum building height, the proposed CMP limits height to one-story (24') on Parcels 6 and 7, two-stories (34') on Parcel 8, and four-stories (50') on Parcel 9. Within 100 feet of planned single-family residences to the south of the site, height on Parcel 9 is further limited to three-stories (40').
- The CMP proposes a minimum 60 foot setback on Parcel 9 from adjacent single-family residential lots to the south and a 110 foot landscape buffer on Parcel 7 from the existing single-family homestead that the site surrounds, exceeding the 20 foot buffer requirement within the Development Code.
- Landscape setback requirements adjacent to Broadway Road, an arterial street, are increased by 5 feet from the 25 feet typically required to 30 feet.

6. Development standards for the commercial parcel (Parcel 10) are based upon the standards of the Community Commercial (C-2) district, with the following exceptions:

    - Whereas a 25-foot landscape buffer is typically required adjacent to arterial streets such as Miller Road and Broadway Road, the CMP reduces this requirement to 5 feet.
    - The C-2 district allows for a 0' front setback; the proposed CMP provides for a minimum 10' front setback.
    - The C-2 district requires a 50-foot building setback and 20-foot landscape buffer where commercial sites abut residential development. The proposed CMP reduces the required building setback in these instances to 0 or 10 feet depending upon location and reduces the minimum landscape buffer to 5 feet, though an existing greenbelt that separate this site from the adjacent single-family lots will result in a more typical separation of uses.

7. The proposal further defines architectural requirements for development of the property, intending to utilize a modern agrarian architectural style to complement the City's heritage and the existing semi-rural character of the area. No architectural standards are reduced through this proposal.

8. Access, circulation, and open space requirements are unchanged from the existing Copper Falls CMP.

9. The Buckeye Development Code requires any CMP approval be accompanied by a Development Agreement to define developer and City obligations pertaining to development of the project. As the nature of the proposed development will change from what had originally been approved, an amendment to the previously approved Development Agreement is necessary. The amended agreement applies only to the portion of the property subject to this CMPA. The most noteworthy components of the proposed amended Development Agreement include:
    - Dedication, design, and construction obligations related to streets and traffic signals on the perimeter of the project, including improvements to both Miller Road and Broadway Road. Required improvements to Broadway Road span the full length of the property, including the portion in front of the homestead property that is not included in this CMPA.
    - Dedication, design, and construction obligations related to the approximate 3-acre Fire Station site at the northwest corner of the subject property. The agreement obligates the developer to dedicate the property to the City at no cost. The City will be responsible for designing and constructing the fire station, if and when the need for a fire station at that location is warranted. The City may also utilize this property, in whole or in part, for a different governmental purpose such as a police facility or public park.

AREA CONTEXT:

1. Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Active Farmland	Master Planned Community	Planned Community (PC) with Copper Falls CMP overlay
North of Broadway Road	Northwood Park Estates large lot single-family residential subdivision	Neighborhood	Rural Residential (RR)
East of Miller Road	Active farmland planned for Fry's Shopping Center	Neighborhood	Commercial Center (CC) and Planned Residential (PR)
South	Copper Falls single-family residential subdivision	Master Planned Community	Planned Community (PC) with Copper Falls CMP

	(under construction)		Overlay
West	Active farmland	Neighborhood	Planned Residential (PR)

PUBLIC PARTICIPATION SUMMARY:

10. A neighborhood meeting, providing the initial opportunity for interested parties to learn more about the request, was held on Wednesday, February 15, 2023 at 6:00 P.M. in the gymnasium of Bales Elementary School. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on January 1, 2023, over fifteen (15) days prior to the date of the meeting.

11. The applicant reports that approximately 13 people attended the neighborhood meeting. a higher density next to single-family homes. Topics discussed that evening include anticipated increases in traffic in the area, impacts to police and fire response times, capacity of area schools, general concerns for the changing character of the neighborhood, increases in crime neighbors believed would be associated with multi-family residences, housing demand, and the sufficiency of City water and sewer systems. A summary of the applicant's responses to each of the concerns raised at the meeting can be found starting on Page 6 of the attached Citizen Participation Report, Exhibit G.

12. The applicant notes that several elements of the proposed land plan was revised based upon feedback received during the public process, including provision of single-story product on the north edge of the site and enlarging the commercial area from what was originally conceived.

13. The applicant notes that following the neighborhood meeting, additional conversations between the developer and Northwood Park Estates Homeowner's Association occurred. The topic of the developer of this project constructing a wall on the north side of Broadway Road, similar to what was recently agreed to by the developer of the Nirvana at Miller project, was discussed but at the time not agreed to for reasons related to cost and the belief by the developer that the proposed CMP land plan, which provides for only single-story multi-family on the north end of the site, will be sufficient to limit privacy impacts.

14. In addition to the concerns raised at the neighborhood meeting, staff has received written correspondence (Exhibit G) from five nearby residents opposed to the project. The

specific concerns raised in this correspondence are similar to those raised by residents at the neighborhood meeting.

15. The applicant met with Northwood Park Estates (NWPE) HOA president Michael Dyrcz and several other neighbors who live in proximity to the subject property on November 27, 2023, and attended the Northwood Park Estates HOA meeting on December 10, 2023. At these meetings, the applicant agreed to several concessions, including a reduction in building heights and acquiesced to construct the previously discussed solid screen wall along the south property line of thirteen (13) single-family lots on the north side of Broadway Road within Northwood Park Estates subdivision. These concessions are reflected in the conditions of approval recommended with this case.

16. Eleven members of the public spoke during the December 12, 2023 Planning & Zoning Commission public hearing on this item. The speakers were largely in opposition to the project, citing concerns over low-income housing devaluing single-family home values, availability of water capacity, traffic increases, light and noise pollution, and impacts to public safety.

17. All required notifications of this public hearing are scheduled to be completed at least fifteen (15) days in advance of this meeting, as follows:

Notification Element	Date
Published in the Arizona Republic	To run on or before February 19, 2024
Site Posted	To be posted on or before February 19, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	To be mailed on or before February 19, 2024

BACKGROUND:

18. December 2004: With the entirety of the Copper Falls CMP, the subject property was annexed into the City of Buckeye under Ordinance 61-04.

19. October 2005: The Mayor and City Council approved the Copper Falls CMP for the subject property under Ordinance 59-05. The 2005 CMP remains in full force and effect and, relative to this northern portion of Copper Falls, has not previously been amended.

20. November 14, 2023: This CMP Amendment request was continued to the December 12, 2023 Planning & Zoning Commission meeting at the request of the applicant.

21. December 12, 2023: The Planning & Zoning Commission recommended approval of the proposed CMP Amendment, 7-0, subject to conditions "a" through "jj".

ANALYSIS:

Uses

22. The multi-family residential, commercial, and fire station land uses proposed, as previously described in "Project Description" section of this report, conform to the property's General Plan land use designation of "Master Planned Community". With approval of the amendment, the overall density within the Copper Falls master plan will increase from a maximum of 790 residences on 276 acres (2.9 dwelling units/acre) to 1,708 residences on that same acreage (6.2 dwelling units/acre). Within the square mile bounded by Broadway Road, Miller Road, Rooks Road, and Southern Avenue, the planned density will increase from 2.7 dwelling units per acre (1,747 homes on 640 acres) to 4.1 dwelling units per acre (2,655 homes on 640 acres), a density typical of suburban communities.

23. Incorporation of multi-family residential uses into a predominantly single-family residential master planned community is typically good planning practice, as a diverse housing portfolio allows the community to attract a range of residents who may not be interested in owning and maintaining a traditional single-family residence. Furthermore, the proposed CMP Amendment will create opportunities for three different multi-family residential product types, each likely appealing to different subsets of prospective residents.

24. The planned commercial corner, in unison with the planned commercial corner at the southeast corner of Miller Road and Broadway Road and the existing commercial corner at the northwest corner of Miller Road and Broadway Road, will accommodate the retail and service needs of both existing and future area residents. The proposed uses, based upon the City's C-2 district but further restricted through the CMPA to limit drive-thrus and preclude thrift stores and dollar stores, are appropriate in proximity to existing and planned residential uses.

25. The proposed fire station site at the property's northwest corner will allow the City's Fire Department to construct a facility to improve emergency response times in the vicinity of this site, if and when the need arises. The site enjoys excellent access to Broadway Road and is sized to accommodate the City's current fire station prototype design. Alternate use of the property for a public purpose, such as for a public park or police station, will also be permitted on this site if a fire station is not needed in this location.

Access and Circulation

26. Access and circulation are unchanged from the current Copper Falls CMP. All proposed development parcels enjoy excellent access, either directly to Miller Road and/or Broadway Road, or to those streets via a new collector roadway that traverses the site from north to south, connecting to the segment constructed with the single-family residential portion of Copper Falls.

27. The developer will be responsible for the construction of half-street improvements to Miller Road and Broadway Road adjacent to the project, including the portion of Broadway Road that runs in front of the homestead parcel that is an exception to this CMPA.

28. The developer will contribute to the cost of regional traffic signals and be fully responsible for the installation of any additional, non-regional signals warranted by the traffic demands of any future development of this site.

Development Standards

29. The proposed dimensional standards for the multi-family residential parcels are based upon the City's MF-2 district, with modifications proposed through the CMPA to significantly increase setbacks and buffers and reduce building heights and densities from what application of base MF-2 zoning would allow. The modified standards are appropriate to ensure that the proposed development will be a good neighbor to existing and planned single-family residences in the area.

30. The proposed development standards for the commercial parcel are based upon the City's C-2 district. Modifications to base C-2 standards are proposed, including reductions to landscape setback requirements adjacent to Miller Road and Broadway Road, and reductions to the landscape buffer requirement between the proposed commercial center and adjoining residential properties. The reduced buffer between residential and commercial uses is supported as the property is separated from adjoining lots planned

for single-family residences by a green belt that reduces the need for additional separation.

31. Open space in the amount of 20 percent will be provided with each development component, consistent with City requirements.

Design Requirements

32. The proposed CMPA further defines architectural expectations for this site, identifying a modern agrarian architectural style designed to complement the existing semi-rural character of the area and pay tribute to the City's agricultural heritage. Between the design requirements of the CMP and requirements within the City's Development Code, the design of any building within this project is ensured to be of high quality and respectful to the existing visual character within the area. All site and building design will be finalized when site plans for the various parcels are submitted and reviewed.

Water and Wastewater

33. The Engineering Department has reviewed and approved Preliminary Water and Sewer Analyses that have been updated to reflect potential modified demands based upon the revisions to land uses within the CMP.

Development Agreement

34. All pertinent City Departments impacted by the proposed Development Agreement, including, Engineering, Community Services, Water Resources, and Development Services, have reviewed the Development Agreement and believe it to be in the best interest of the City to approve the agreement as proposed. The City Attorney's Office has played the lead role with regard to preparation and review of the agreement language.

RECOMMENDATION:

35. Staff recommends City Council conduct a public hearing and adopt Ordinance No. 06-24, approving a Major Community Master Plan Amendment and Development Agreement Amendment for Copper Falls III, Application PLZZ-22-00025, subject to Conditions (a) through (jj), below, for the following reasons:

- The CMP Amendment conforms to the property's Master Planned Community General Plan land use designation.
- The CMP Amendment and Development Agreement conform to the requirements of the Buckeye Development Code and will result in high quality development of the property in furtherance of several City goals identified in the General Plan.
- There are no outstanding issues for reviewing departments (Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

a. Development of the property shall be in general conformance with the Copper Falls Community Master Plan entitled "Copper Falls Community Master Plan 2023" consisting of 52 pages dated October 23, 2023, except as modified by the following conditions.
b. Development of the property shall be in general conformance to the project narrative report entitled "Narrative for Major Amendment to Copper Falls Community Master Plan" consisting of 17 pages, dated May 31, 2023, except as modified by the following conditions.
c. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.
d. The configuration and location of the Fire Station parcel shall be revised to provide a minimum of 350 feet of frontage on Broadway Road, with a minimum acreage of 3.0, as shown on the revised Conceptual Site Plan exhibit dated November 14, 2023, and received on November 21, 2023.
e. Maximum densities and heights/stories for the planned residential parcels shall be governed by the revised Conceptual Site Plan exhibit dated December 12, 2023 and received on December 12, 2023.
f. The "MF/Single Story Landscape Buffer and Amenity Area" provided where Parcel 7 abuts an existing homestead shall be as depicted on the plan dated November 14, 2023, and received on November 21, 2023. The types of open space amenities that may be provided in the 55-foot portion of the buffer closest to the existing single-family home shall be restricted to lower intensity amenities, such as passive trail systems or similar uses that do not create significant light or noise impacts on nearby residences. Active open space amenities may be allowed in the 55-foot portion of the buffer nearest to Parcel 7, including playgrounds, turf areas and other similar multi-family open space amenities. The lighting of these facilities may be appropriate as determined at the time of site plan review. The buffer shall be measured from the property line of the existing homestead.
g. Alternate permitted uses of the "fire station parcel" shall include public park, public library, and/or police station.
h. The property owner, at the time of the issuance of the first building permit for the development, shall install a six (6) foot high wall along the south property line of the thirteen (13) single-family lots on the north side of Broadway Road within Northwood Park Estates subdivision.

i. If the proposed CMPA is approved by the City Council, within 45 days of that approval, the applicant shall provide the Planning Division with revised versions of the "Copper Falls Community Master Plan" document and the "Narrative for Major Amendment to Copper Falls Community Master Plan" document, having updated any applicable text and maps within each document to reflect: 1) the revised fire station location and alternate uses per conditions (d) and (g), 2) the revised maximum densities and stories for residential parcels per condition (e), and 3) the updated buffer language per condition (f). Upon confirmation by staff that the revised documents address the requirements of this condition, those versions shall become the final, approved version of the CMP Amendment.

j. All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications.

k. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

l. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

m. Phasing of public infrastructure shall be subject to a phasing plan. Any residential parcel that receives permit for construction shall build the Broadway Road improvements as required in these conditions. Any commercial permit for construction shall construct the Miller Road improvements as required in these conditions and the portion of Broadway Road improvement that is adjacent to the commercial property, as approved by the City.

n. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

o. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City. The Site Plan shall make all accommodations to comply with the final approved Traffic Impact Analysis.

p. Prior to permit issuance approval, the Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

q. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix/Maricopa County hundred block grid alignment.
r. Collector streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.
s. Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share of the "Regional Traffic Signal Costs", based on acreage, of the cost of up to nine (9) traffic signals to be installed within this section of land. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.
t. The Property Owner/Developer shall be responsible for the dedication and construction of all half-street right-of-way and improvements, at no cost to the City, for W Broadway Road to the north and S Miller Road to the East based on City of Buckeye standards.
u. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.
v. The A bi-directional WB-50 truck routing, including wheel paths, is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed. This includes a 2-foot shy distance to the curbs.
w. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.
x. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.
y. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

z. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits.

aa. The proposed open channel design is not following the City of Buckeye Engineering Design Standards. The applicant may work with the City for items such as lining, side slopes, depth, which may be approved conditionally. The preliminary master drainage report (PMDR) for Copper Falls does not provide language allowing deviations from the City's design standards.

bb. The Sewer Master Plan must verify that the Miller Road Sewer line between RID and Broadway has available capacity for the proposed land use based on the full tributary area.

cc. Approximately 196.70' of Frontage along Miller on the SEC of the development would need an additional 30' of ROW dedicated to match the Major Arterial section and line up with the ROW to the south (Copper Falls).

dd. The North South Street is 254th Avenue. 254th Ave shall be a minimum of 3 lane collector roadway and designed per the approved TIA at the time of site plan or subdivision plat approval.

ee. All streets and street cross-sections, public and private, shall be adjusted to accommodate the TIA once it is approved. The approved TIA will determine the east west roadway cross-section, which may be a private drive if supported in the TIA, as well as the connection to the main driveway and the intersection design that aligns to the proposed signal on Miller Road. Developer/Property Owner is required to install the traffic signal at 254th Ave and Broadway Road, when warranted.

ff. Due to the traffic related to the proposed density and proposed roadways/circulation dual westbound left turn lanes are needed on Broadway Road to 254th Ave or as determined by the approved TIA.

gg. Copper Falls shall match the location of the proposed signal/main driveway entrance at the Fry's development to the east if full access is desired from Miller Road. All other driveways on Miller Road shall meet City of Buckeye traffic engineering standards and requirements.

hh. Copper falls is required to pay/reimburse half of the traffic signal cost at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road.

ii. Copper Falls is required to improve the Broadway Road half street in front of the outparcel along Broadway Road per the original CMP.

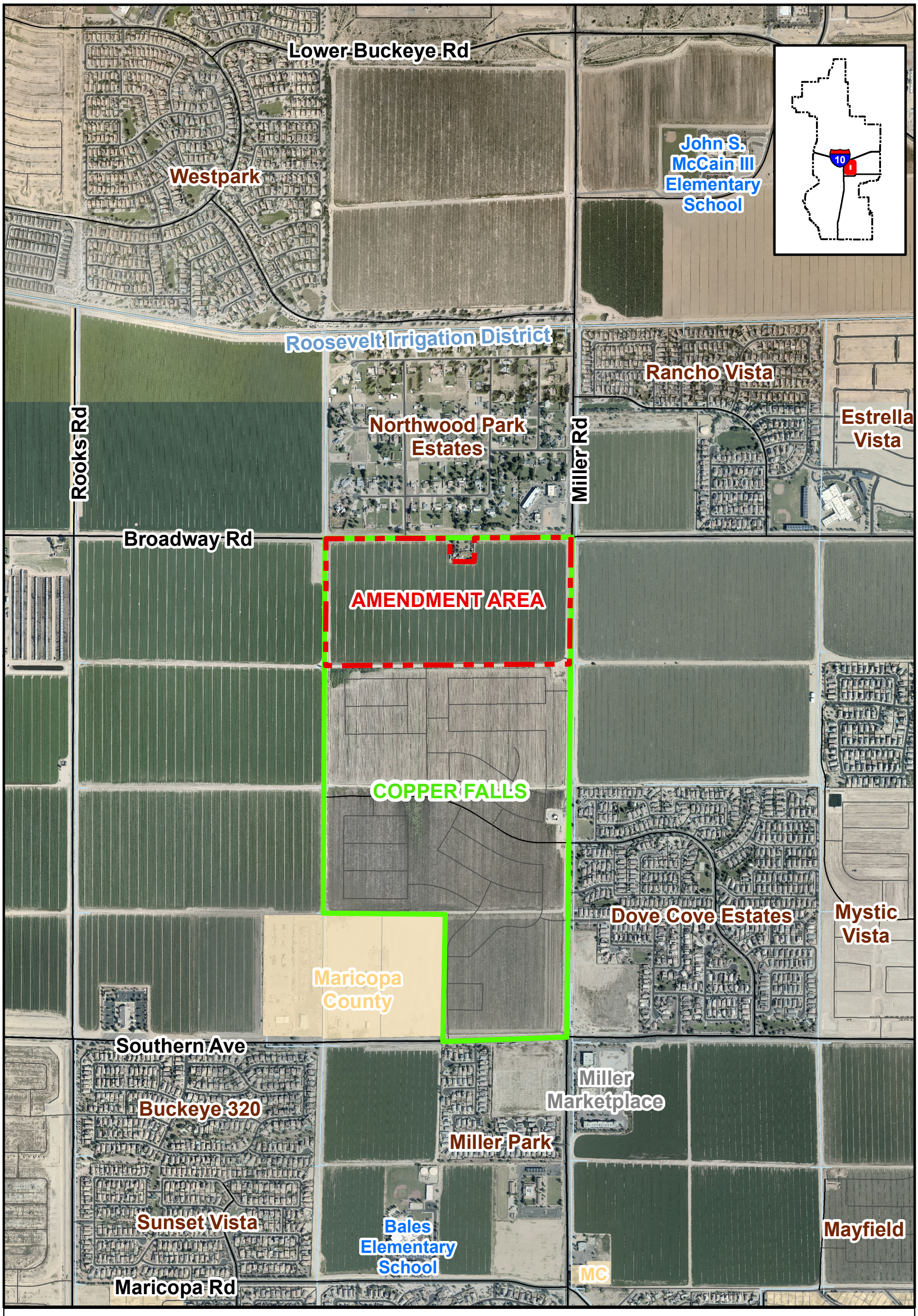
jj. Copper Falls shall work with Roosevelt Irrigation District to underground the delivery and tail water ditch to serve the outparcel along Broadway Road.

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – General Plan Land Use Map
- Exhibit D – CMP Amendment Summary
- Exhibit E – Proposed CMP Amendment
- Exhibit F – Citizen Participation Plan
- Exhibit G – Correspondence from Opposed Residents
- Exhibit H – Revised Conceptual Site Plan

Prepared By:
Ken Galica, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director



VICINITY MAP

PLZZ-22-00025
Copper Falls III Major CMP Amendment
City Council District #1

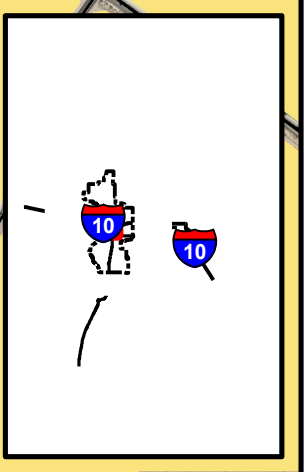
BUCKEYE, AZ

N
W E
S

Lower Buckeye Rd

LEGEND

- Agricultural (AG)
- Rural Residential (RR)
- Single Family Residential 6 (SF-6)
- Single Family Rural Residential (SF-43)
- Planned Residential (PR)
- Planned Community (PC)
- Multi-Family 2 (MF-2)
- Special Use (SU)
- Commercial Center (CC)
- Light Industrial (I-1)
- General Commerce (GC)



Rooks Rd

Miller Rd

Broadway Rd

AMENDMENT AREA

COPPER FALLS

Planned Community (PC)

Maricopa County

Southern Ave

Maricopa Rd

MC

MC

MC

ZONING MAP

BUCKEYE, AZ

PLZZ-22-00025

Copper Falls III Major CMP Amendment

City Council District #1

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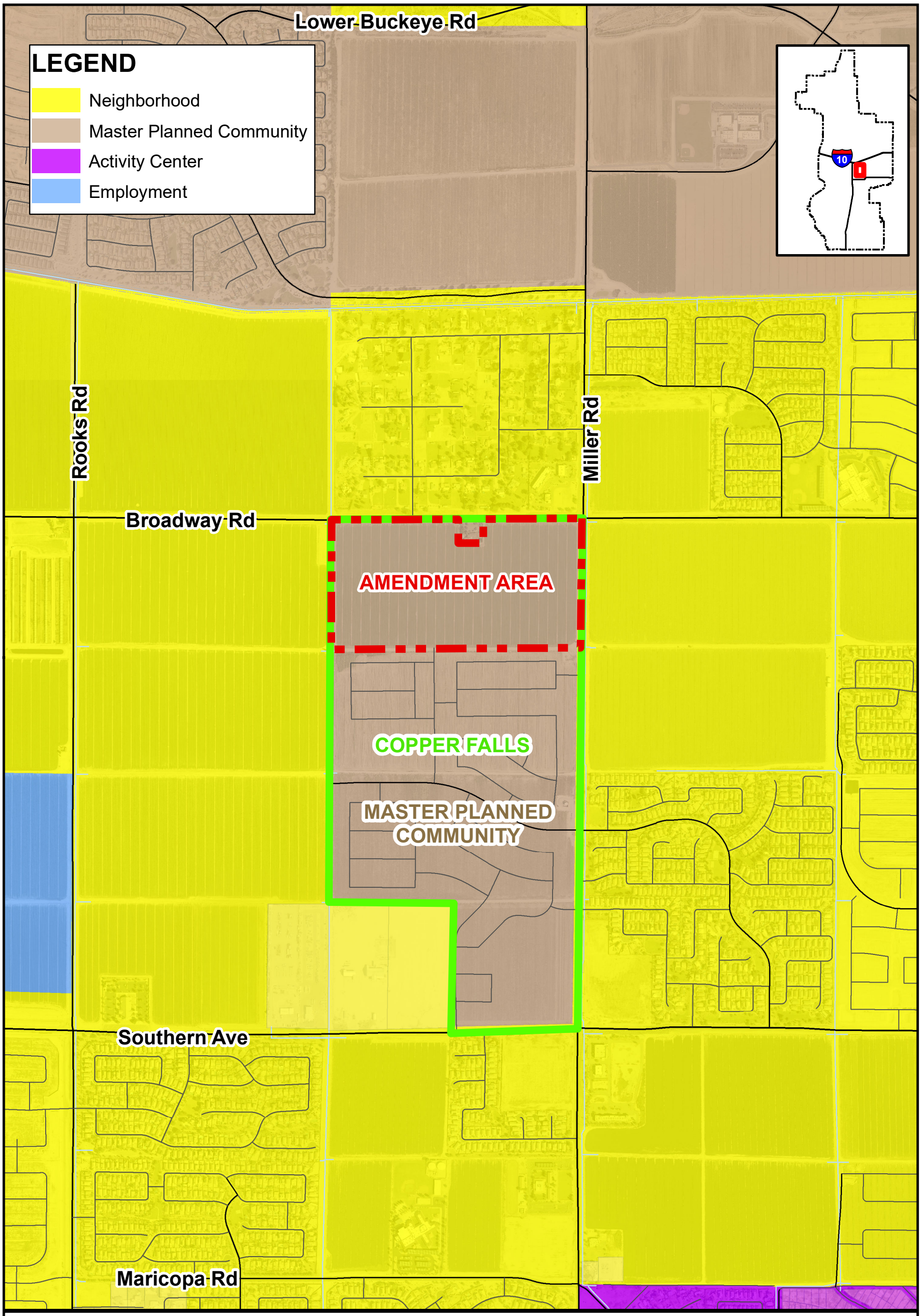

GENERAL PLAN LAND USE MAP

BUCKEYE, AZ

PLZZ-22-00025
Copper Falls III Major CMP Amendment
City Council District #1

N
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Exhibit D

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COPPER FALLS III

Narrative for Major Amendment to Copper Falls Community Master Plan

City of Buckeye

Application Case #: PLZZ-22-00025
Submittal: November 23, 2022
Second Submittal: April 21, 2023
Third Submittal: May 31, 2023

Applicant/Representative:

TB TIFFANY & BOSCO P.A.

William E. Lally
2525 E. Camelback Road
Phoenix, AZ 85016

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Exhibit A – Regional Context Aerial Map
Exhibit B – 2005 CMP Land Use Plan
Exhibit C – 2019 and 2023 CMP Amendment Areas
Exhibit D – 2023 Conceptual Land Use Master Plan
Exhibit E – Conceptual Modern Barn House Imagery

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I. PROJECT PROFILE

Project Name	Copper Falls III
Property Owners	GM GABRYCH FAMILY LP
Assessor Parcel Numbers	504-40-012K
Project Location	Southwest corner of W. Broadway Road and Miller Road
Project Area	72.29 Acres
Current Zoning	Planned Community
General Plan	Master Plan Community (MPC)
Development Team	Developer IndiCap Inc. 3133 W. Frye Road, Suite 101 Chandler, AZ 85226 Legal Counsel Tiffany & Bosco, P.A. William E. Lally Seventh Floor, Camelback Esplanade II 2525 East Camelback Road Phoenix, Arizona 85016 Architects Ware Malcolm 2777 E. Camelback Road, Suite 325 Phoenix, AZ 85016 Engineering CVL Consultants 4550 N. 12th Street Phoenix, AZ 85014

II. INTRODUCTION

This application request is to amend the Copper Falls Community Master Plan ("Copper Falls" or the "CMP") which was originally approved on October 18, 2005 and amended on February 26, 2019. Copper Falls is approximately 275 total acres generally located at the southwest corner of Broadway Road and Miller Road. **See Exhibit A: Regional Context Aerial**. In 2005, the CMP consisted of two commercial parcels and one medical/office parcel totaling 46 net acres, as well as, six single-family residential development parcels totaling 229 acres and supporting 857 residential lots. **See Exhibit B: 2005 CMP Land Use Plan**

In 2019, an amendment to Copper Falls was approved which superseded the original 2005 approvals. However, the 2019 amendment only affected approximately 176.5 acres located immediately south of this proposed amendment area. Copper Falls is comprised of multiple parcels; however, this application only relates to Maricopa County APN 504-40-012K (the "2023 Amendment Area"). **See Exhibit C: Amendment Areas**. The 2023 Amendment Area is approximately 72.29 acres located in the northern portion of Copper Falls extending approximately 2,500 feet west of Miller Road and 1,300 feet south of Broadway Road.

The proposed Conceptual Land Use Plan in the 2023 Amendment Area provides for a combination of multi-family, commercial, and open space uses utilizing development standards that are respectful of surrounding uses. The multi-family uses are split into "MF, Single Story", "MF, Two Story" and "MF, Multi-Story" while the remaining uses are simply referred to as "Commercial". **See Exhibit D: 2023 Conceptual Land Use Master Plan**.

At the September 6, 2022 Buckeye City Council meeting, the City Council proclaimed that the City recognizes that the Phoenix Metropolitan area is experiencing a dire housing shortage and requesting that all staff, departments, citizen committees, neighborhood leaders, and residents work together to develop solutions to this housing shortage (the "Proclamation"). In the Proclamation, it states that that more housing needs to be brought to market quickly, and that successful economic development begins with pro-housing policies. This proposal seeks to provide for additional housing types to meet the housing shortage and support the City's growing economic development and employment uses developing in the nearby areas.

The 2023 Amendment Area is currently undeveloped and is utilized for agriculture uses. Approval of this application will allow the Developer to create a reconfigured land plan for the 2023 Amendment Area with a combination of multi-family residential, commercial and open space uses.

III. PROPERTY DESCRIPTION

Current Site Description, General Plan Designation, and Zoning
Copper Falls is designated as a Community Master Plan in the City General Plan and zoned Planned Community (PC) which is an obsolete zoning district.

This proposed amendment to the CMP is for approximately 72.29 acres generally located at the southwest corner of Broadway Road and Miller Road. The 2023 Amendment Area is currently known as Parcels 6, 7, 8 and 9 in the CMP. **See Exhibit B: 2005 CMP Land Use Map**. The CMP currently provides for a combination of residential, commercial, office and open space uses in the 2023 Amendment Area.

Vicinity Information
The 2023 Amendment Area is generally surrounded by vacant agricultural property with single family homes to the north of Broadway Road. Copper Falls and all of the adjacent properties are located within the City. The following is the surrounding land use context:

- North
  - APN 504-40-012B
    - Single Family Residential use (located south of Broadway Road approximately 1,000 feet west of Miller Road) that falls within the Copper Falls CMP but is not within the purview of this amendment application
  - North of Broadway Road
    - Generally single family homes within the Rural Residential (RR) zoning district.
    - Approximately 5.7 acres at the hard northwest corner of W. Broadway Road and Miller Road is zoned Community Commercial (CC)
- East:
  - Vacant agricultural land is located east of Miller Road within the Planned Residential (PR) (obsolete) zoning district
- West
  - Vacant agricultural land is located adjacent to the western boundary of the Amendment Area within the Planned Residential (PR) (obsolete) zoning district
- South:
  - Pulte Homes currently owns APN 504-41-925C (the "Pulte Property") which is located adjacent to the south of the Amendment Area but within Copper Falls. Single family neighborhoods are proposed and developing in this area.

Topography

There are no significant topographical or natural features of Copper Falls. The 2023 Amendment Area is undeveloped land currently used for agriculture. A Preliminary Grading and Drainage Report will be provided with this Application to give further information on the topographical conditions of the 2023 Amendment Area.

Current Circulation

Broadway Road runs east and west along the northern boundary of the 2023 Amendment Area, and Miller Road runs north and south along the eastern boundary of the 2023 Amendment Area. Both Broadway Road and Miller Road are classified as Major Arterials.

The southern and western boundaries of the 2023 Amendment Area are located adjacent to other parcels without any dedicated or private roadways. The 2019 Amendment Area Land Use Master Plan depicts a collector road connecting Broadway Road and Miller Road which provides direct access to current Parcels 2, 3, 4A, 4B, 5, 6 and 7. The proposed Conceptual Land Use Master Plan maintains the same collector road through the 2023 Amendment Area.

SR 85 is located approximately 1.5 miles west of the Amendment Area and I-10 is located approximately 1.8 miles north of the Amendment Area.

The developer will work with the City to ensure that all required right of way development standards are met.

IV. DESCRIPTION OF THE REQUEST

The proposed major amendment will allow for the development of a combination of multi-family residential (including areas restricted to single story), commercial and open space.

Conceptual Land Use Master Plan

The Conceptual Land Use Plan for the 2023 Amendment Area includes single, two, and multi-story multi-family uses in addition to a commercial area. This also includes revised height restrictions depending on location relative to single family residences.

The 2023 Amendment Area currently consists of Parcels 6-9, and the proposed Conceptual Land Use Plan includes an additional parcel; Parcel 10 for commercial uses. Parcels 6 and 7 are designated MF, Single Story; Parcel 8 is designated as MF, Two Story; Parcel 9 is designated as MF, Multi-Story; and Parcel 10 is designated Commercial.

The Property is located at the southwest corner of Broadway Road and Miller Road; both of which are major arterials. The Property will integrate commercial uses (Parcel 10) with the residential uses of the remaining Parcels through walkable paths that interconnect the Property. Parcels 8 and 9 will provide sufficient setbacks to the single family residential

homes to the south, while Broadway Road will provide a sufficient buffer for the single family residential homes to the north. The Property will also integrate a minimum of 20% open space throughout.

Parcels 6 and 7 – (MF, Single Story)

Parcel 6 is approximately 9.28 acres located along the western boundary of the 2023 Amendment Area. A future collector road is depicted to run along the eastern boundary of Parcel 6 similar to the currently approved CMP. It will also include an open space area running along the northern and western boundary including pedestrian friendly trails to the south. Parcel 6 is restricted to single story and 24 feet of height, and it maintains a maximum of 15 dwelling units per acre.

Parcel 7 is 13.90 acres that also utilizes a single story restriction. Parcel 7 is also located adjacent to a single family residential home (APN 504-40-012B) which is also located in the CMP but not within the 2023 Amendment Area. The single family residential home will be buffered by sufficient open space areas. Pedestrian trails will be located between Parcel 7 and Parcel 9 to promote interconnectivity. The collector road to the west of Parcel 7 will provide access to the residences. Parcel 7 is also restricted to single story and 24 feet of height, and it maintains a maximum of 15 dwelling units per acre. Parcel 7 will also be styled to blend with the surrounding areas including a "modern barn house" style that incorporates the essence of the City of Buckeye into the design. Conceptual imagery of the proposed architecture is included as **Exhibit E: Conceptual Modern Barn House Imagery**.

Parcel 7 (Fire Station Option)

Parcel 7 may include a three (3) acre City fire station located along Broadway Road between the Youngker Homestead and Parcel 10 as depicted in the 2023 Conceptual Land Use Master Plan. If the fire station is not constructed, then the Parcel 6 & 7 development standards will apply. If the fire station is ultimately constructed, then it will include separate development standards including a maximum height of 24 feet with additional height allowed for any tower elements and design features. Building setbacks of 50 feet will be required along the north, south, and west with zero (0) feet required along the east along Parcel 10. Landscape setbacks of five (5) feet will also be required along the north, south, and west with zero feet required along Parcel 10 to the east.

Parcel 8 – (MF, Two Story)

Parcel 8 is 18.47 acres located in the southwest quadrant of the 2023 Amendment Area. Parcel 8 is permitted 15 dwelling units per acre. A greenbelt traverses the western and southern boundary of the Parcel to act as a buffer between the Pulte Property to the south which will include single family residences. The collector road to the east of the Parcel will

provide access. The development standards for Parcel 8 will generally mirror those of Parcels 6, 7 and 9; however, the units will be restricted to two stories in height. A 60-foot landscape buffer is provided between the Pulte Property to the south.

Parcel 9 – (MF, Multi-Story)

Parcel 9 is 14.79 acres located east of Parcel 8 (MF, Multi-Story), south of Parcel 7 (MF, Single Story), north of the Pulte Property, and west of Parcel 10 (Commercial). Parcel 9 is also permitted 30 dwelling units per acres. The open space greenbelt traverses the southern boundary of Parcel 9 providing a buffer to the Pulte Property to the south.

Parcel 9 utilizes the MF, Multi-Story with height restrictions varying from 40 feet to 50 feet. A 60-foot landscape buffer is provided between the Pulte Property to the south. Units located 60 feet to 100 feet from the single family residences are restricted to 40 feet in height and any units beyond 100 feet are allowed 50 feet in height.

Parcel 10 – (Commercial)

Parcel 10 is 16.48 acres which is located at the southwest corner of Broadway Road and Miller Road. Parcel 10 will be designated for commercial uses and relevant development standards. Parcel 10 will be restricted to no more than six (6) drive-in restaurants and zero thrift or "dollar" stores. The multi-family uses and the commercial uses will be interconnected with pedestrian friendly walking paths which allow for ease of accessibility.

Open Space and Integrated Pathways

As noted in the foregoing Parcel descriptions, the Conceptual Land Use Master Plan provides for ample open space throughout the 2023 Amendment Area including around the single family residential property located along Broadway Road. 20% open space is included in the 2023 Amendment Area. The 2023 Amendment Area will also include paths throughout the open space greenbelt to ease access and provide walkability of the Property.

Conceptual Circulation

The Conceptual Land Use Master Plan proposes an eighty (80) foot right of way from Broadway Road heading south to the Pulte Property. The right of way provides access to the future residents of Parcels 6, 7, 8 and 9. The commercial uses located in Parcel 10 will have two direct points of access from Broadway Road and the commercial pads along the eastern end of the Amendment Area will also have two (2) direct points of access from Miller Road.

Parcel 7 will have two (2) secondary points of access from Parcel 10 to the north. Additionally, Parcel 9 will have one (1) direct point of access from Miller Road through Parcel 10. The design and width of these roads will be determined through the site planning process.

V. Utilities and Services

Source of Water/Wastewater Management
The water and sewer service provider is the City of Buckeye. A Water Design Report and Wastewater Design Report have been submitted.

Fire and Police Protection
Fire and police will be provided by the City of Buckeye. Buckeye Fire Department Station 706 is located approximately 2.5 miles north of the Amendment Area. The nearest police department is approximately 4.1 miles south of the Amendment Area. A new fire station may be constructed by the City on Parcel 7, which is indicated as "Parcel 7 – Fire Station Option" on the land use master plan. Separate development standards are indicated on the land use master plan if the fire station is constructed.

Streetlight Improvement District (SLID)
A SLID shall be formed for the development.

VI. CONFORMANCE WITH CITY OF BUCKEYE GENERAL PLAN

The proposed amendment and development will further the goals and policies of the City 2040 General Plan.

> *Goal G-1: To guide a pattern of land use that provides opportunities for diverse, active lifestyles, and excellent quality of life.*
>
> The Applicant is dedicated to developing this property into a quality multi-family residential neighborhood. The development will include ample amenities for residents to lead active and healthy lifestyles. The location of residential and commercial uses located within the vicinity provides for ease of living. Multi-family alternatives in this region are vital to creating accessible housing for an increasingly growing region in lieu of the sole single family residential options that pervade the area.
>
> *Policy G-1.9: Where applicable, development will follow the approved Master Planned Community plan or Area Plan.*
>
> The current Copper Falls Conceptual Land Use Plan for the 2023 Amendment Area is obsolete and must be updated to meet the demand the property and the region. The City's Proclamation calls for additional housing opportunities, and this proposed Amendment to the CMP answers the call for additional quality housing in the City.

The proposed update will complement the adjacent Community Master Plan that was recently approved in 2019.

Goal G-2: *Residential development is considerate of existing adjacent residential development.*

The existing single-family home on the north of the Property will be provided a buffer with open space around it to minimize the impact of this development. The other existing residential uses near the Amendment Area are located north of Broadway Road and open space areas are proposed along Broadway Road as additional buffer. This development will provide additional commercial and retail uses to support the local residences including those outside of the Copper Falls CMP.

Policy G-2.2: Multi-family development should provide enhanced architectural and / or site design features and provide appropriate buffers and / or setbacks when adjacent to existing single-family residential uses.

The Applicant will provide ample buffers including open space between the multi-family uses and any single-family residences. The proposed Amendment includes restrictions for height for residences located closer to single family homes, and Parcels 6 and 7 are restricted to single stories and 24 feet in height.

Goal G-2.4: Uses with different densities, intensities and / or character should incorporate appropriate transitions with developed area to reduce potential negative impacts. Appropriate transitions may include, but are not limited to varied lot sizes, landscape buffers, setbacks, and roadway and building design.

The Conceptual Land Use Plan depicts a greenbelt that flows east and west in multiple areas of the Amendment Area to buffer the different densities located in the CMP and outside of the CMP. Although the plan is currently conceptual in nature, future site plans will confirm detail including a variety of landscape buffers, open space, retention areas and roadways to separate the uses and character areas in the Amendment Area.

VII. CONCLUSION

The proposed amendment to the Copper Falls CMP provides the framework for a mix of multi-family, commercial and open space. A shortage of affordable and attainable housing is affecting the City and surrounding valley municipalities housing stock, and this proposed Amendment addresses those housing needs with the surrounding properties

in mind through buffers and height restrictions. The proposed Amendment will assist in alleviating the housing shortage while also attending to the demands of the current residential market.

EXHIBIT A

Regional Context Aerial

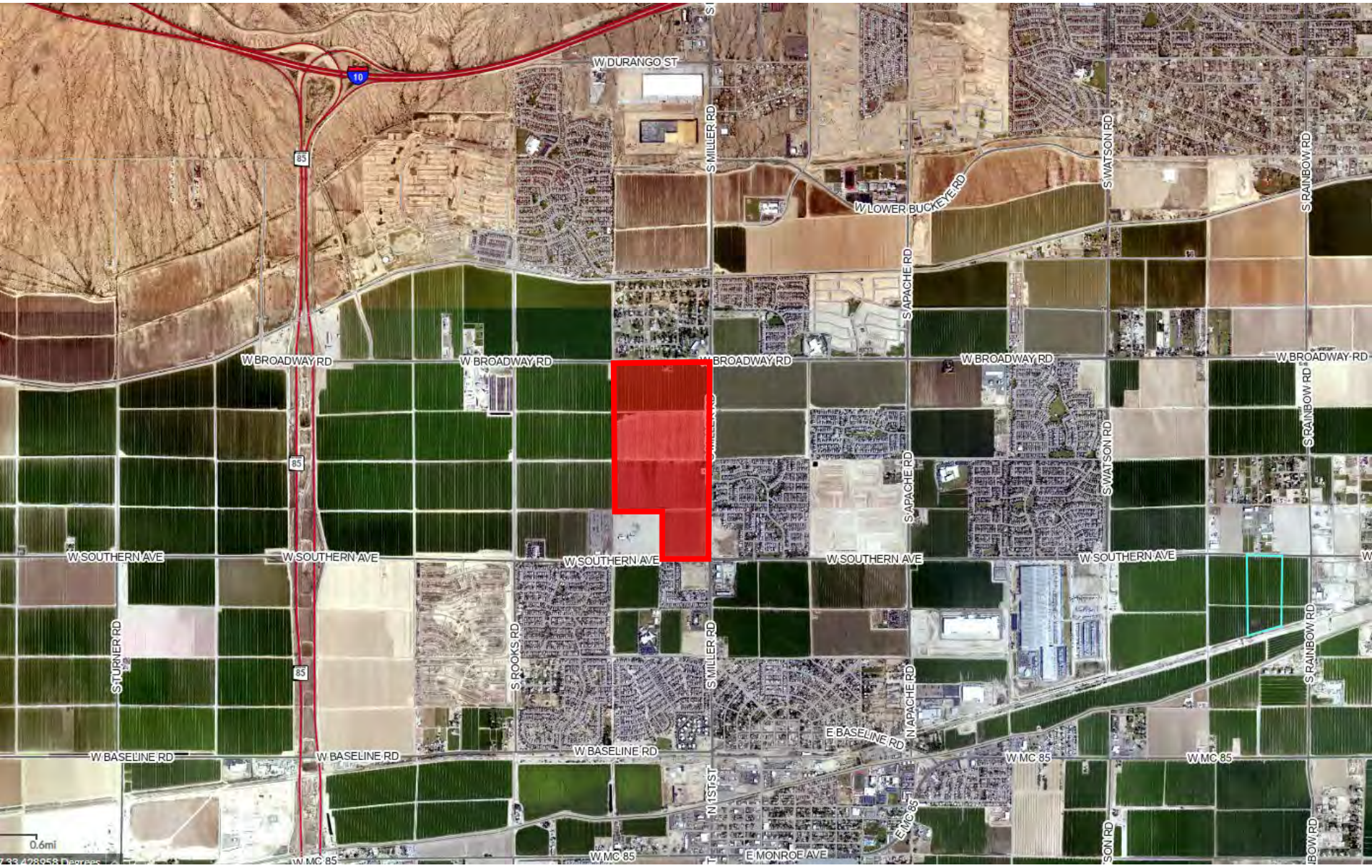

EXHIBIT B

2005 CMP Land Use Map

COPPER FALLS

Land Use Plan

Revised: 10/05/05

Land use table	Acres	Units
***Single Family Residential Detached 2-3 DUA	53 Ac	149
Single Family Residential Detached 3-4 DUA	85 Ac	298
Single Family Residential Detached 4-5 DUA	91 Ac	410
Commercial	41 Ac	
Medical/Office	5 Ac	
Total	275 Ac	857 Units

Density: 3.12 DUA Gross
3.74 DUA Net*

*Net density per Town of Buckeye ordinance. Excludes commercial parcels.
**Park acreage included in parcel acreage.
***Based on a 2.8 average density

All the homes along the northern perimeter of the Copper Falls development adjacent to Broadway Road shall be on ½ acre lots. The lots immediately south of the ½ acre lots shall be larger than 60 feet and smaller than ½ acre which will provide a transition into the 60 and 50 foot wide lots within the center of the Copper Falls Development.

STANTEC CONSULTING INC.
7373 EAST DOUBLETREE RANCH ROAD
SUITE B-155
SCOTTSDALE, AZ 85258
480.998.4700
Stantec
stantec.com

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EXHIBIT C

2019 & 2023 CMP
Amendment Area

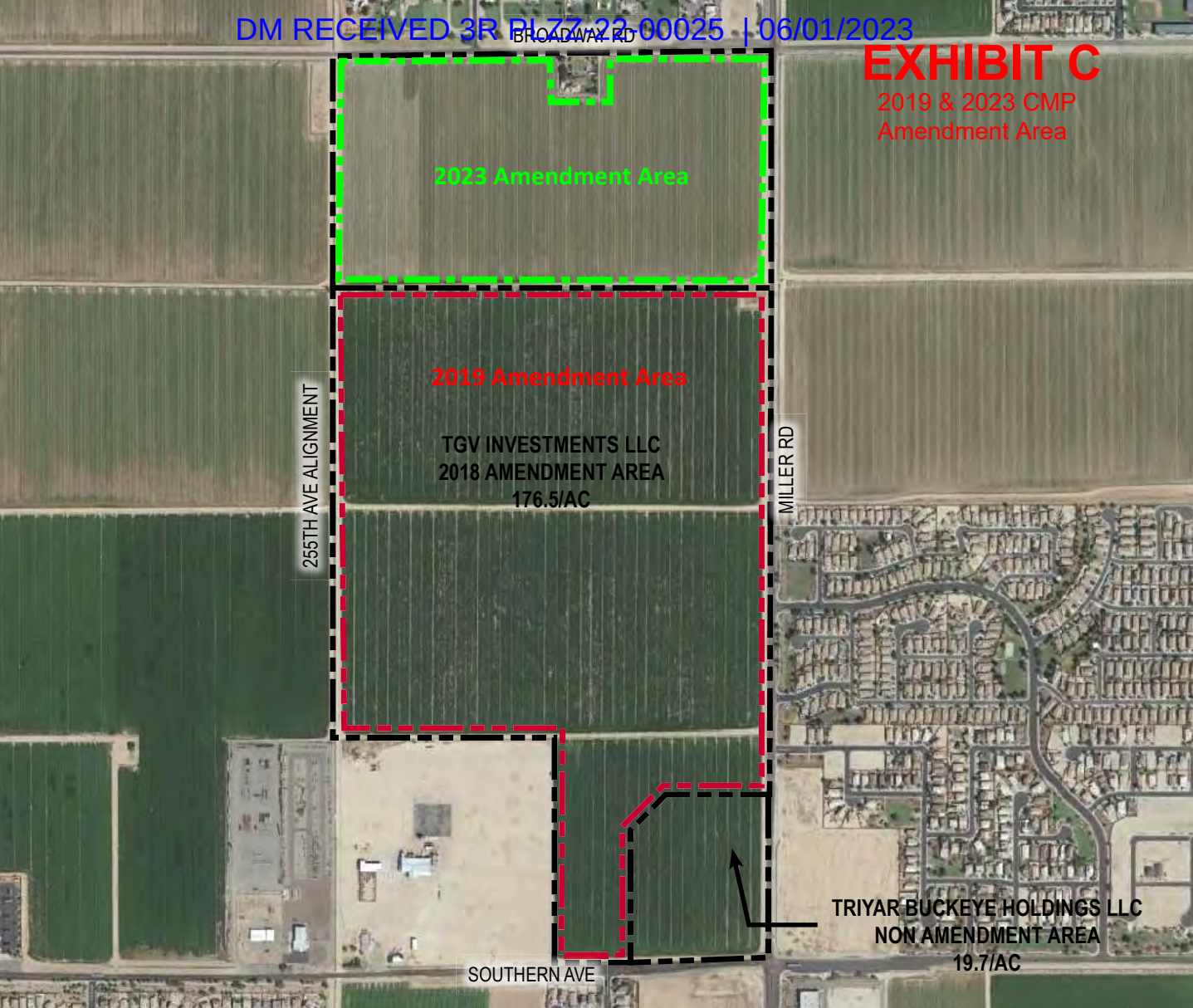

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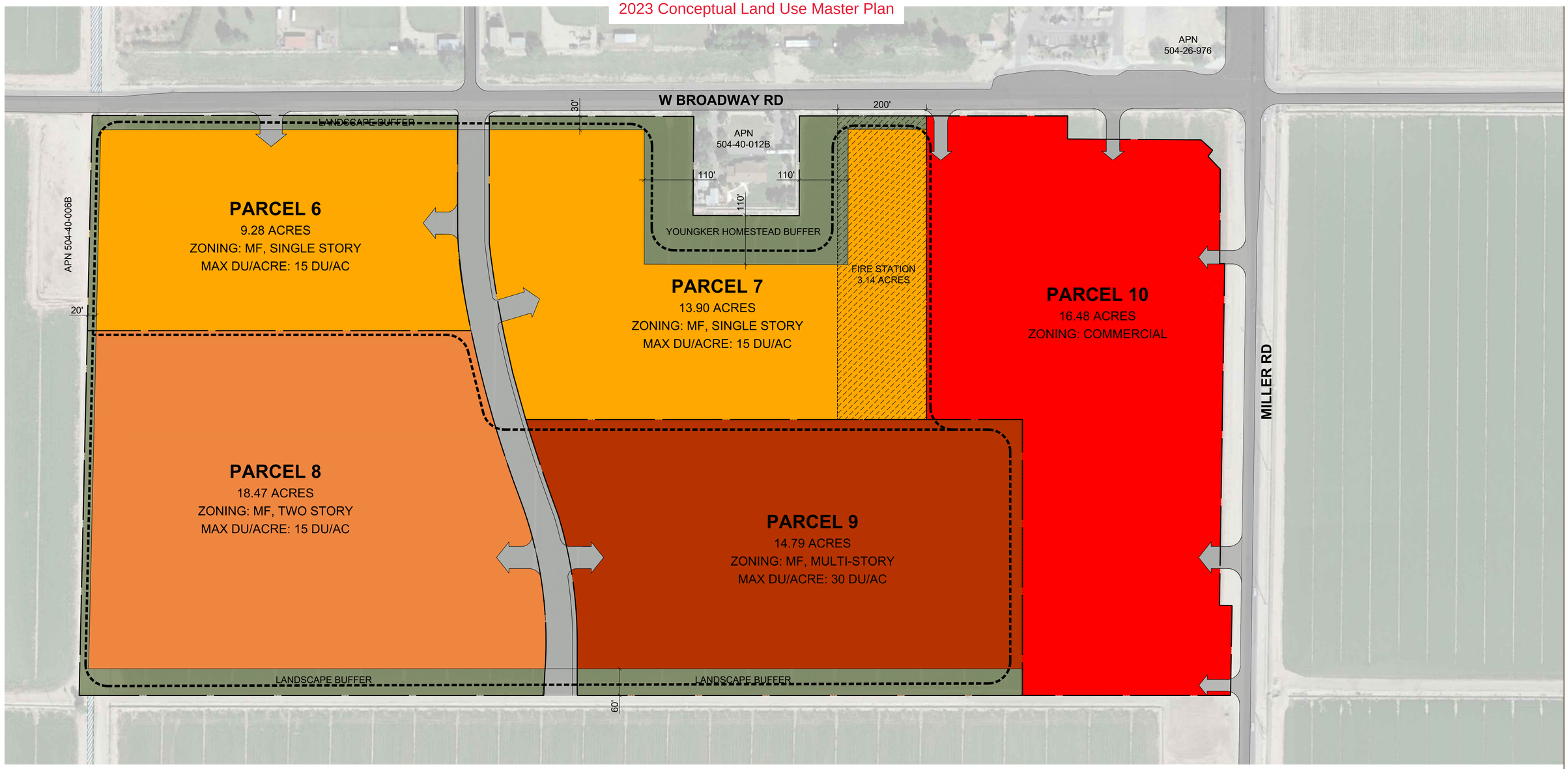
EXHIBIT D
2023 Conceptual Land Use Master Plan



DEVELOPMENT STANDARDS:	PARCEL 6,7
ZONING:	MF, SINGLE STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	SINGLE STORY & 24' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	30 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	30 FT
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 8
ZONING:	MF, TWO STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	TWO STORY & 34' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 9
ZONING:	MF, MULTI-STORY
MAX. DU/AC.:	30 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	40' HT (60'-100' FRM SINGLE FAMIY HOME) 50' HT (MORE THAN 110' FRM SINGLE FAMIY HOME)
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 10
ZONING:	COMMERCIAL
MAX. F.A.R.:	N/A
MAX COVERAGE:	60%
MAX. HEIGHT:	50 FT
BUILDING SETBACKS:	
FRONT:	10 FT
SIDE:	10 FT
REAR:	0 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
SIDE:	5 FT
REAR:	5 FT
LANDSCAPE REQ.:	15%
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT

DEVELOPMENT STANDARDS: FIRE STATION OPTION	
ZONING:	MF, SINGLE STORY
BUILDING SETBACKS:	
FRONT:	50 FT
WEST SIDE:	50 FT
EAST SIDE:	0FT
REAR:	50 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
WEST SIDE:	5 FT
EAST SIDE:	0 FT
REAR:	5 FT
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

**NOTE: IF FIRE STATION SHOULD NOT OCCUR, USE PARCEL 6 & 7 DEVELOPMENT STANDARDS

LEGEND

- MASTER PLANNED COMMUNITY - MF, MULTI-STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, SINGLE STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, TWO STORY (MPC)
- BUSINESS COMMERCE (BC)
- FIRE STATION OPTION
- OPEN SPACE (OS)
- NATURE LOOP TRAIL

1" =90'

0 45 90 180 450

NORTH

scheme: 10

Conceptual Site Plan

25111 Broadway Rd
Buckeye, AZ 85326

WARE MALCOMB

PHX22-0088-00
05.26.2023

SHEET
1

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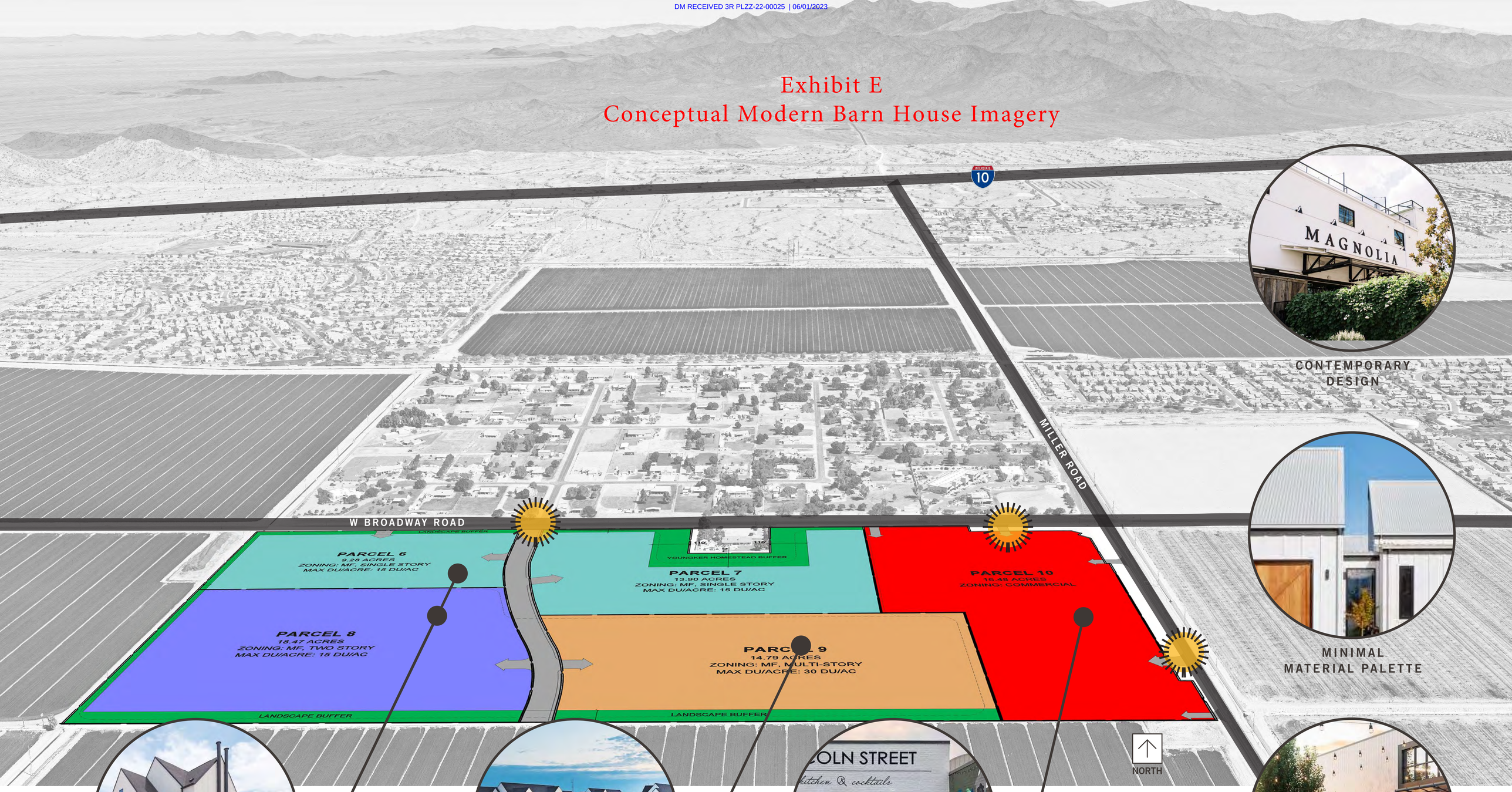
Exhibit E
Conceptual Modern Barn House Imagery



CONTEMPORARY DESIGN

MINIMAL MATERIAL PALETTE

SINGLE AND TWO STORY MULTI FAMILY COMMUNITY

MULTI FAMILIY COMMUNITY

BUSINESS COMMERCE

AMENTIY RICH

IndiCap

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

SITE AERIAL

25111 BROADWAY RD
BUCKEYE, AZ - PHX22-0088-00

WARE MALCOMB

03.29.2023

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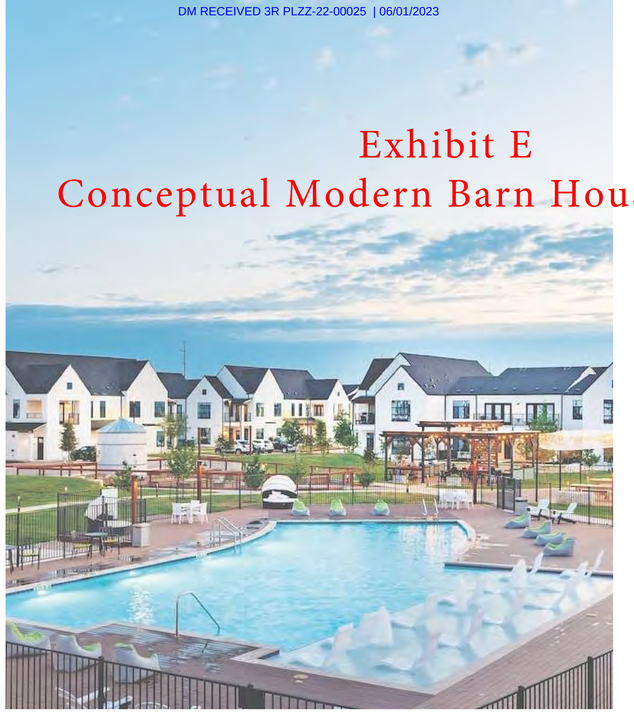
MODERN BARN HOUSE

Exhibit E
Conceptual Modern Barn House Imagery



IndiCap

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Exhibit E

3R PLZZ-22-00025 RECEIVED OCT 23 2023 WD

COPPER FALLS

Community Master Plan
2023

Southwest Corner – Broadway Road and Miller Road
Buckeye, Arizona

Application Case #: PLZM-22-00108
First Submittal: November 23, 2022
Second Submittal: April 21, 2023
Third Submittal: October 23, 2023

IndiCap

WARE MALCOMB

TB TIFFANY & BOSCO P.A.

CVL CONSULTANTS

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602.452.2716

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IV.	Overall CMP	26

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Exhibit 2 – CMP Ownership & Amendment Area

Exhibit 2.A – Proposed 2023 CMP Amendment Area

Exhibit 3 – Regional Location Map

Exhibit 4 – General Plan

Exhibit 5 – Land Use Master Plan[1]

Exhibit 6 – Master Conceptual Development Plan[1]

Exhibit 7 – Phasing Plan[1]

Exhibit 8 – Master Circulation Plan

Exhibit 9 – Street Cross-Sections[1]

Exhibit 10 – Master Trails Plan

Exhibit 11 – Neighborhood Amenity & Park Concepts[1]

Exhibit 12 – Pedestrian Path Sections[1]

Exhibit 13 – Entry Monument Sign Concepts[1]

Exhibit 14 – Theme Wall Concepts[1]

Exhibit 15 – Master Drainage Plan[1]

Exhibit 16A – Master Water Plan – Full Build Out Condition[1]

Exhibit 16B – Master Water Plan – Interim Condition[1]

Exhibit 17A – Master Wastewater Plan – Full Build Out Condition[1]

Exhibit 17B – Master Wastewater Plan – Interim Condition[1]

Exhibit 18 – 2023 CMP Amendment Land Use Plan

[1] Disclaimer: Original Exhibit was prepared by Norris Design and approved in the amendment to the Copper Falls Community Master Plan by the City of Buckeye on February 26th, 2019. Exhibit may include updated information from Applicant pertaining to this 2023 CMP Amendment application.

I. Overview

Introduction to Second Amended Copper Falls Community Master Plan

The Copper Falls Community Master Plan (CMP) was originally approved in 2005 ("2005 CMP"), and a first amendment was approved in 2019 ("2019 CMP Amendment"). The 2005 CMP introduced Copper Falls as a 275-acre master plan community including residential, commercial and medical/office uses. Refer to **Exhibit 1 (CMP Land Use Plan - 2005)** on following page for a depiction of the original CMP.

The 2019 CMP Amendment only amended 176.5 acres of the CMP. However, the northern parcel (APN 504-40-012K) and the parcel at the northwest corner of Southern Avenue and Miller Road (APN 504-40-011D) were unchanged in the 2019 CMP Amendment. Refer to **Exhibit 2 (CMP Amendment Area)** for a depiction of the 2019 CMP Amendment Area.

This proposed amendment to the CMP ("2023 CMP Amendment") only proposes to amend the northern parcel known as Maricopa County APN 504-40-012K which was not contemplated in the 2019 CMP Amendment. Refer to **Exhibit 2.A (2023 CMP Amendment Area)** below for a depiction of the property that will be amended. The amendments approved in the 2019 CMP Amendment with respect to the 176.5 acres south of APN 504-40-012K will remain unchanged. Parcel 1 of the CMP was not amended in the 2019 CMP Amendment nor will it be amended in this proposed 2023 CMP Amendment.

Note: The 2019 CMP Amendment is also known as the "Copper Falls 2018 Community Master Plan" because it was originally submitted in October 2018 but not approved until February 2019.

2005 Approved Community Master Plan (CMP)

The 275-acre CMP was approved on October 18, 2005 by the Buckeye City Council. The CMP Land Use Plan consisted of two Commercial parcels and one Medical/Office parcel totaling 46 net acres, as well as, six Single-Family Residential development parcels totaling 229 acres and supporting 857 residential lots.

The CMP was planned with several goals in mind. Among those are providing a blend of residential neighborhoods that support a mix of lots sizes and well-planned open space and providing commercial and potential employment development opportunities for the development and immediate region.

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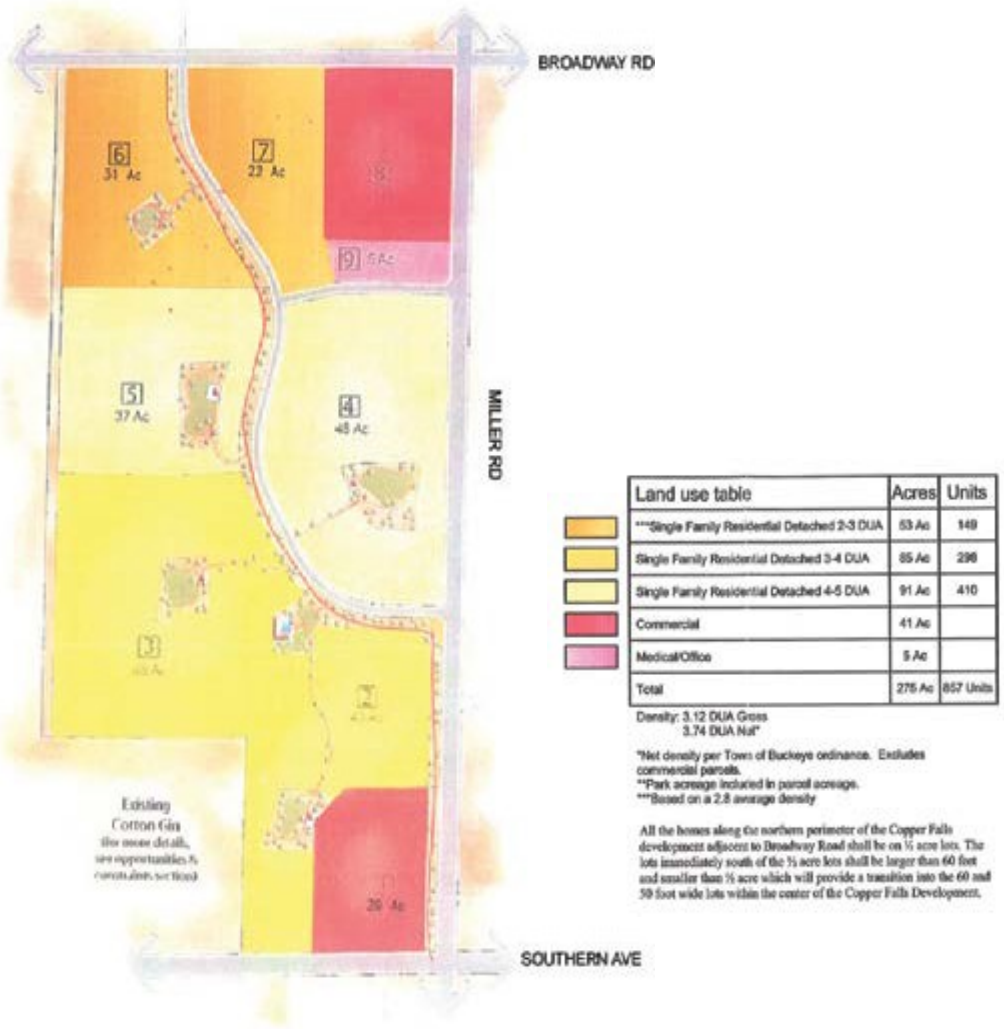
EXHIBIT 1 (CMP LAND USE PLAN - 2005)



Land use table	Acres	Units
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Commercial	41 Ac	
Medical/Office	5 Ac	
Total	275 Ac	857 Units

Density: 3.12 DUA Gross
3.74 DUA Net*

*Net density per Town of Buckeye ordinance. Excludes commercial parcels.
**Park acreage included in parcel acreage.
***Based on a 2.8 average density

All the homes along the northern perimeter of the Copper Falls development adjacent to Broadway Road shall be on ½ acre lots. The lots immediately south of the ½ acre lots shall be larger than 60 feet and smaller than ½ acre which will provide a transition into the 60 and 50 foot wide lots within the center of the Copper Falls Development.

2019 CMP Amendment

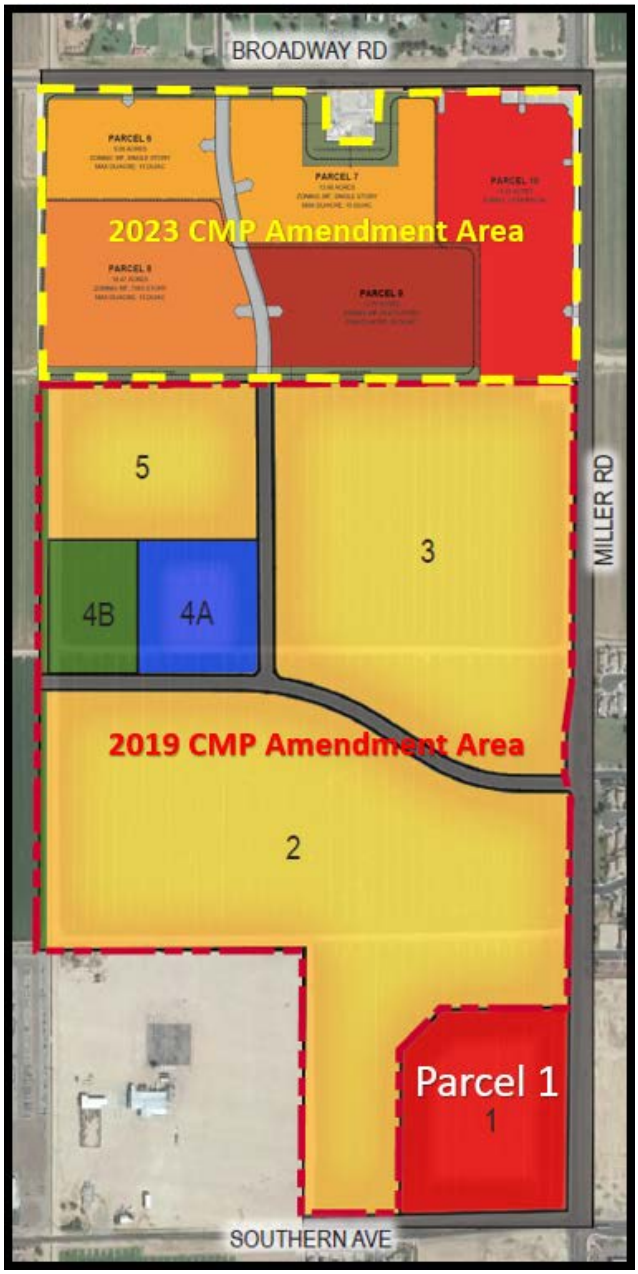
The 2019 CMP Amendment only related to the southern 176.5 acres of the CMP (excluding Parcel 1). The 2019 CMP Amendment generally maintained the same land use designations but included areas designated for Education (Parcel 4A) and Open Space (Parcel 4B). Refer to **Exhibit 2 (CMP Amendment Area)** for a depiction of the 2019 CMP Amendment Area and **Exhibit 5 (Land Use Master Plan)** for a depiction of Parcel 4A and Parcel 4B.

Proposed 2023 CMP Amendment

While this proposed 2023 CMP Amendment includes details for the overall CMP area, only a portion of the CMP area (APN 504-40-012K) will be amended in the 2023 CMP Amendment. The 2023 CMP Amendment Area is defined by the ownership of GM Gabrych Family Limited Partnership which consists of approximately 72.29 acres and is known as Maricopa County

APN 504-40-012K. The 2019 CMP Amendment only considered Parcels 2, 3, 4A, 4B and 5 while the proposed 2023 CMP Amendment only considers Parcels 6, 7, 8 and 9 (which are now referred to as Parcels 6, 7, 8, 9, and 10).

Exhibit 2.A (Proposed 2023 CMP Amendment Area)



AMENDMENT INTRODUCTION

This 2023 CMP Amendment will supersede and replace the current 2019 CMP approval. The information contained within this CMP narrative has been divided into three sections, which address (1) the 2019 CMP Amendment Area, (2) the proposed 2023 CMP Amendment Area, and (3) the overall CMP. This narrative and exhibits shall replace and supersede the approved 2019 CMP Amendment and the original 2005 CMP.

Goals and Objectives

The Goals and Objectives associated with the 2023 CMP Amendment request are consistent with those described within the approved 2019 CMP. As applied to the subject 2023 CMP Amendment, the following goals are envisioned:

- To provide updated residential options to meet the demands of the current housing market and to mitigate the housing shortage detailed in the Housing Shortage Proclamation approved by the City on September 6, 2022.
- To provide adequate and reconfigured commercial uses for the CMP and surrounding areas near major arterial roadways.

Amended Narrative Sections

As described above, this 2023 CMP Amendment applies to Maricopa County Assessor parcel number APN 504-40-012K. Subsequently, the following elements of this narrative report which discuss the specific development standards or master plan design elements associated with the amendment area are divided into a section titled “2019 CMP AMENDMENT AREA” and “2023 CMP AMENDMENT AREA”. The amended standards or information contained within 2023 CMP AMENDMENT AREA section will apply only to the identified amendment parcel area.

CMP parcel areas outside of the proposed 2023 CMP Amendment Area will maintain the 2019 approved CMP development requirements. Development standards and master plan design elements associated with these areas to be maintained have been included into a section titled “2019 CMP AMENDMENT AREA”.

Buckeye Development Code

The 2023 CMP Amendment has been prepared with reliance on and under the consideration of the current Buckeye Development Code (last amended April 19, 2022).

PHYSICAL SETTINGS

Location and Existing Site Conditions

The CMP is in south-central Buckeye bordered by Miller Road to the east, Southern Avenue to the south and Broadway Road to the north. The primary existing land use of the subject site is agricultural. The overall CMP site has been in agricultural use for many years. One single-family residence currently exists within the CMP area, located along Broadway Road. This residence is not included within the 2023 CMP Amendment Area as described in the preceding section. Refer to **Exhibit 3 (Regional Location Map)** for a depiction of the CMP within the larger context of the surrounding area.

Surrounding Properties / Ownership

The primary existing surrounding land use of the subject site is agricultural with residential subdivisions developing adjacent to the 2023 CMP Amendment Area's northern, eastern and southern boundaries. Surrounding property ownership consists of a blend of private ownership patterns, which vary from individual single-family residences to large agricultural parcel owners.

Opportunities and Constraints

There are relatively few development constraints existing on this property. The CMP property is relatively flat with approximately 1% of slope from north to south. No significant vegetated areas exist. Physical features within the CMP property consist of existing irrigation supply ditches, power poles and overhead power lines, and one existing home structure.

Four private irrigation ditches traverse the CMP property east to west. Additionally, a shared irrigation supply ditch exists within the CMP property area along the western boundary. This ditch provides water supply to the CMP property area as well as agricultural properties located further south.

The existing private irrigation ditches within the 2019 CMP Amendment Area will be abandoned and removed over time to coincide with the development phasing. The supply ditch along the western CMP boundary, adjacent to the power corridor is managed by the Roosevelt Irrigation District (RID). The project shall comply with the City of Buckeye Municipal code requirement that open irrigation ditches be placed underground.

Adjacent to the above-mentioned irrigation supply ditch is an overhead power line corridor and easement. Approximately 11 steel power poles are located within the easement corridor. The proposed land use and development plan has been designed with these elements in mind. The existing dirt maintenance road located adjacent to the power poles and irrigation supply ditch shall remain.

The Olam (Western Cotton Services) cotton gin facility is located immediately southwest of the CMP area. While the facility is used minimally during the fall harvest months, there is an increased volume of truck and tractor activity associated with the harvesting activities in addition to increased noise levels associated with the cotton gin process.

The CMP property includes many development opportunities. The CMP's proximity to the I-10 freeway and commercial and employment core and State Route 85 employment core to the west make it an ideal location for residential and commercial development activity. Future residents within Copper Falls will have mountain views in three directions to the White Tank Mountains, Estrella Mountains and Buckeye Hills. The CMP is bordered on three sides by planned major arterial roadways, which allow for optimal access opportunities.

CITY OF BUCKEYE GENERAL PLAN 2040

The current City of Buckeye General Plan – Imagine Buckeye 2040, "Future Land Use" figure designates the CMP area as Master Planned Community (MPC). Adjacent property planned, and existing land uses are indicated in the following table,

TABLE 1 - Existing Surrounding Land Uses

Direction	Existing land use	City of Buckeye Future Land Use
North	Single Family Residential, Neighborhood Commercial Center (The Village at Broadway)	Neighborhood
East	Agriculture , Single Family Residential (Dove Cove), Vacant	Neighborhood
South	Single Family Residential, (Miller Park), Vacant	Neighborhood
West	Agricultural, Cotton Gin	Neighborhood

Refer to **Exhibit 4 (General Plan)** for a depiction of area General Plan land use designations as of October 2018.

II. 2019 CMP AMENDMENT AREA

LAND USE MASTER PLAN

The CMP was approved in 2005 as a mixed-use development, with a blend of single- family residential neighborhoods, commercial and medical / office development parcels. The 2019 CMP Amendment Area will remain single-family residential land use as originally planned, however now will include a future elementary school parcel. The residential plan will include a mixture of proposed lot sizes to serve the current trends observed today in the residential market.

Residential

The residential land use parcels within the 2019 CMP Amendment Area consists of three single-family detached development parcels with a blend of three proposed lot types. Minimum lot widths proposed are Type A (45-foot-wide), Type B (50-foot-wide), and Type C (55-foot-wide). Each neighborhood area will have pedestrian connectivity and centralized open spaces which will link together and provide community pedestrian and bicycle access to the future, centrally located elementary school location.

Residential densities and unit quantities shown in Table 2 (Land Use Summary) have been modified to correlate with a minimum and maximum ranges determined by the conceptual development master plan. Densities may be transferred between parcels within the 2019 CMP Amendment Area with the condition that the overall number of 641 maximum proposed units within the 2019 CMP Amendment Area is not exceeded.

In the event the planned educational land use parcel 4A described below is not developed with a future school facility, an alternative single-family residential land use summary is included in Table 2 (Land Use Summary). If the school district elects not to develop in this location the overall maximum number of proposed units permitted in the 2019 CMP Amendment Area shall increase to 676.

Education / Schools

A planned elementary school parcel is now included within the 2019 CMP Amendment Area. This new land use addition to the CMP is a result of on-going discussions with the Buckeye Elementary School District. The development of the elementary school parcel is considered a critical path item related to the development start and staging for the Copper Falls community and school district plan.

Open Space

The 2019 CMP Amendment Area will include two neighborhood amenities and a neighborhood park in concert with the newly proposed elementary school. The open space planning is an important element of the planned community and the amenities are intended to appeal to a wide variety of residents seeking both passive and active outdoor recreation components to their community.

Refer to **Exhibits 10, 11 and 12 (Master Trails Plan, Neighborhood Amenity Concepts, and Pedestrian Path Sections)** for additional information related to Neighborhood Park, Amenity Area and connectivity planning.

Land Use Table

A Land Use Summary Table (See Table 2 below) has been provided with the 2019 CMP Amendment. Parcels 2 through 5 represent the 2019 CMP Amendment Area. The 2019 CMP Amendment Area, single-family residential parcels, have been provided with a minimum and maximum density range in dwelling units per acre and correlating unit range to allow for development flexibility within residential Parcels 2, 3 & 5. Parcels 6-10 represent the proposed 2023 CMP Amendment Area.

TABLE 2: Land Use Summary

Parcel	**Ownership**	**Use**	-	**Acres**	**Unit Range (EST)**	**Density Range (EST)**
1	MELCOR DEVELOPMENTS ARIZONA INC	Commercial		19.47	NA	NA
2	Forestar USA Real Estate Group Inc	Residential		83.27	250 to 416	3 to 5
3	Pulte Homes Company LLC	Residential		58.47	175 to 292	3 to 5
4A	Buckeye Elementary School District	Education		8.95	NA	NA
4B	Buckeye Elementary School District	Open Space		7.56	NA	NA
5	Pulte Homes Company LLC	Residential		18.26	55 to 91	3 to 5
6	GM Gabrych Family LP	Residential (MF - Single Story)		9.28	139	15
7	GM Gabrych Family LP	Residential (MF - Single Story)		13.9	208	15

8	GM Gabrych Family LP	Residential (MF - Two Story)		18.47	277	15
9	GM Gabrych Family LP	Residential (MF - Multi Story)		14.79	443	30
10	GM Gabrych Family LP	Commercial		16.48	NA	NA

*Parcels 6, 7, 8 and 9 may increase in size if they meet the following conditions: (a) The overall acreage of the Parcel does not increase more than 10% of its currently identified acreage; and (b) The total number of residential units does not exceed 10% of the Table 3 total Units. Increase (or decrease) in size of 10% or less constitutes a minor amendment to the CMP.

Parcel 4 (Residential Land Use Alternative - Allowed through this CMP)

4A	Buckeye Elementary School District	Single-Family Residential	8.95	35	4

CONCEPTUAL DEVELOPMENT MASTER PLAN

A Conceptual Development Master Plan has been provided with the 2019 CMP Amendment to illustrate a vision of a planned residential development and open space pattern within the 2019 CMP Amendment Area. Please refer to **Exhibit 6 (Master Conceptual Development Plan)** for a depiction of the proposed development plan character within the 2019 CMP Amendment Area.

MASTER PLAN PHASING

The 2019 Amendment Area is envisioned to be constructed in two phases. In response to the expansion, and accessibility, to existing infrastructure and the logical extension of services, the Phasing Plan envisions the initial phase will include absorption of residential housing units to the south of Copper Falls Drive as necessary to create an approximate two-year market supply of housing units. The initial phase is also intended to include the design and development of a new elementary school in the Buckeye Elementary School District. The Buckeye Elementary School District has indicated the desire to have the new school completed and occupied by August of 2020.

Phase Two is envisioned to manage two additional years of housing absorption in the Buckeye submarket. The additional residential subdivision activity is targeted for the remaining land area within the 2019 CMP Amendment Area consisting of three different residential lots sizes. This phase would include the extensions of streets and utilities to serve the new lots being created and to extend outward to the phase three areas. Please refer to **Exhibit 7 (Phasing Plan)** for a depiction of the envisioned project parcel phasing.

INFRASTRUCTURE IMPROVEMENT PHASING

Drainage, water and wastewater infrastructure is discussed in the paragraphs above. To support the phasing of the land use absorption, road extensions and improvements will be

necessary. To support the phasing of land use, the following road improvements are envisioned to occur with each of the three phases:

Phase One: The Community Master Plan envisions the construction of portions of Miller Road and Southern Avenue that are immediately adjacent to the Phase One area, as well as, the construction of a Miller Road southbound deceleration lane approaching Copper Falls Drive, the construction of Copper Falls Drive from Miller Road to the western property edge, and the development of the local street network intended to serve the Phase One lots.

Phase Two: The Plan envisions the construction of portions of Miller Road that are immediately adjacent to the Phase Two area, as well as, the construction of 253rd Avenue north to the Phase Three area and the development of the local street network intended to serve the Phase Two lots.

ACCESS AND CIRCULATION

The overall CMP remains easily accessible from three surrounding arterial roadways: Broadway Road to the north, Miller Road to the east, and Southern Avenue to the south. Miller Road provides direct access to Interstate 10 approximately 2.5 miles north of Copper Falls Drive. The 2019 CMP Amendment Area will have arterial roadway access to Miller Road and Southern Avenue. Two limited access residential local street entry connections to Miller Road are proposed within the 2019 CMP Amendment Area which will provide direct access to the two primary planned residential parcels. Auxiliary (right-turn) lanes are required at all street intersections on major arterials, arterials and major collector streets. Street connections with Arterial roadways will align with existing street intersections or require detailed additional review of any proposed staggered intersection conditions.

An internal collector road network will be established which responds to the 2019 CMP Amendment Area while maintaining the original circulation intent of the previously approved CMP. The east-west collector road (Copper Falls Drive) which serves as the primary point of access will maintain one point of connection to Miller Road providing access to the greater internal area of the 2019 CMP Amendment Area including the planned elementary school parcel. Copper Falls Drive will be constructed as a special street section which will dedicate 70-feet of public right-of-way dedication. A flare to 80'feet of public right-of-way as Copper Falls Drive nears the intersection with Miller Road shall be provided to implement a segment raised landscape median upon entry to the project. All residential parcel entries from collector or arterial streets shall comply with City of Buckeye Residential Entrance detail 63190.

The collector road pattern will then split at a three-way intersection to provide a new segment which extends to the 2019 CMP Amendment Area western boundary providing future connectivity to the school and interconnected neighborhoods. A north-south collector road segment (253rd Avenue) will also extend from Copper Falls Drive north to Broadway Road as planned in the previous CMP and will also allow for the planned elementary school to maintain two street frontages. This collector road is proposed as a modified section which will transition from 70-feet of right-of-way along the elementary school frontage, then transition to 60-feet of right-of-way north of the school boundary. The modified sections are proposed to accommodate a needed off-site drainage channel area located parallel to the roadway while maintaining adequate circulators for pedestrian and vehicle movements

related to the elementary school parcel without the need for additional unnecessary right of way dedication.

Temporary vehicle turn-around areas will be provided at temporary collector road termination points until such time that adjacent development extends the collector roads. No homes are permitted to front on collector roads. Please refer to **Exhibit 8 (Master Circulation Plan)** for a depiction of the proposed collector road pattern and project access points and **Exhibit 9 (Street Cross Sections)** for arterial, collector and local street typical sections.

All proposed access points to the development will be determined by a traffic impact analysis.

OPEN SPACE, PATHWAYS AND TRAILS, AND PARKS

As introduced in the Land Use Master Plan section, the 2019 CMP Amendment Area will include two neighborhood amenity areas and a neighborhood park in planned concert with the newly proposed elementary school. The open space planning is an important element of Copper Falls to achieve a balanced development plan and comfortable living community. Please refer to **Exhibit 10 (Master Trails Plan)** for a schematic depiction of the proposed neighborhood amenity and park locations.

In February of 2016 the Buckeye City Council adopted the Parks and Recreation Master Plan. The requirements outlined within this plan have been taken into consideration in the land use and development planning to achieve open space expectations. While the percentage of open space areas are expected to vary slightly from residential parcel to residential parcel, within the 2019 CMP Amendment Area, a minimum total residential parcel gross open space area of 21% shall be developed and maintained for the 2019 CMP Amendment Area.

Although conceptual in nature, the following table is based upon **Exhibit 6 (Conceptual Development Master Plan)** and will serve as a baseline for minimum total and amenitized open space areas per residential development parcel.

Table 3: Copper Falls 2019 CMP Amendment Area – Open Space Analysis

(All Areas are reported in Acres)	
Total Gross Area	176.51
Total Residential Gross Area (Less School Facilities Parcel 4A)	167.56
Total Open Space (Inclusive of Parcel 4B)	38.30
Percentage of Open Space (to Gross land area)	21.70%
Percentage of Open Space (Less School Parcel 4A)	22.86%
Total Area of Active Park Open Space	13.57
Percentage of Active Park Space (to Gross land area)	7.69%

Planned Amenity Areas

As discussed above, the 2019 CMP Amendment Area will include two Neighborhood Amenity Areas and a Neighborhood Park and a newly proposed elementary school. The open space planning is an important element of Copper Falls to achieve a balanced development plan and comfortable living community.

Each Neighborhood Amenity Area must contain a minimum of two (2) of the following amenity types, in addition to a recreational turf area.

- Sports Court (Full or Half)
- Tot-Lot or Play Equipment

  Tot-lot and/or individual play equipment elements shall be provided to support a variety of age group ranges. In amenity areas providing these types of equipment, separate apparatus' which are age appropriate in type and scale shall be provided to appeal to age groups of 2-5 years and 5-12 years old. All play equipment shall be significantly shaded.
- Sand Volleyball Court
- Shade Ramada with Sitting Table(s)
- Bar-B-Que Station with Shade Ramada
- Fitness Station
- Other recreational amenity approved by the City Parks and Recreation Department.

In addition to the Neighborhood Amenity locations, a 4-acre Neighborhood Park is planned in concert with the planned elementary school to serve the greater Copper Falls community. With the addition of an elementary school location within the 2019 CMP Amendment Area, an opportunity was created to provide a larger than typical open space which could serve the elementary school playground needs, as well as be dual-purposed to serve as the Neighborhood Park. The Neighborhood Park must meet the minimum requirements for amenities types and quantities as needed for a Neighborhood Amenity, however is required to have a minimum 2-acre turf recreation area while meeting the programming policies of the School District.

Please refer to **Exhibit 11 (Neighborhood Amenity & Park Concepts)** for a conceptual depiction of the proposed neighborhood amenity areas.

All Amenity areas shall be lit to comply with the City of Buckeye Parks and Recreation Master Plan requirements.

Pathways and Trails

The Amenity Areas and the Neighborhood Park will be linked through a pathway and trail system which is intended to provide connectivity throughout the community. A 6-foot wide Neighborhood Path network, consisting of a decomposed granite surface, will supplement the detached pedestrian sidewalks planned for the collector roadway network. The local street network and planned pedestrian passageways will supplement the pedestrian network to promote exceptional pedestrian access and connectivity to the planned elementary school and planned Amenity Areas. Please refer to **Exhibit 12 (Pedestrian Path Sections)** for a depiction of proposed cross-sections of primary pedestrian corridors.

Additionally, a 6-foot wide Community Trail, consisting of decomposed granite surface, will be provided along the 2019 CMP Amendment Area western boundary located in the existing power line easement corridor.

Drainageways and Retention Areas

The 2019 CMP Amendment Area will include drainage conveyance facilities that are intended to convey off-site and on-site flows from north to south. The drainage facilities will parallel segments of 253rd Avenue and Copper Falls Drive (the collector road network) and then parallel the Miller Road alignment for continuation to the south and historic drainage patterns. The drainage facility is planned to be approximately 3 to 4 feet deep with a top bank dimension of approximately 25 to 30 feet. The drainage facilities will be shaped to blend into the adjacent landscaped areas with similar surface treatment and landscape materials.

Project retention areas are planned to be located throughout the 2019 CMP Amendment Area. Retention basin locations, which are not associated with a Neighborhood Amenity Areas or Neighborhood Park areas, will also be landscaped in a consistent manner with adjacent landscaped areas. Retention basins shall be shaped to mimic natural forms with varying slopes and shapes.

LAND USES

The following land uses are allowed within all single-family residential parcels of the 2019 CMP Amendment Area.

Residential Permitted Uses

a. Single-family detached dwelling units
b. Publicly or privately owned and maintained parks, community gardens, recreation areas pathways, trails and recreation centers
c. Churches
d. Temporary uses including sales/marketing facilities, model home complexes, and related accessory uses as permitted by Table 3.1.5 (Table of Allowed Uses) of the Development Code.
e. Temporary facilities and storage, incidental to a construction project and located on the project site (if properly screened)
f. Public utility buildings and facilities
g. Governmental uses
h. Accessory buildings
i. Home occupations, subject to the following:
    1. Employees shall be limited to the principal occupants plus one employee
    2. Uses are limited and exclude bed and breakfast, manufacturing, industrial, mercantile, commercial storage, vending, and adult uses
    3. The use of the dwelling unit for business meetings shall not be permitted
    4. Day care of more than three children not directly related to the home occupant shall not be permitted
    5. Heavy machinery or outdoor storage shall not be permitted

6. No signage, emblem, logo, or billboard of any kind will be displayed on any of the lots or common areas so as to be visible from neighboring property.

j. Agricultural Uses and Commercial Farming

Education / Schools

Elementary schools are permitted in the 2019 CMP Amendment Area. An agreement for adequate public, school facilities shall be presented before any final plat approval.

GENERAL LAND DEVELOPMENT STANDARDS

The purpose of the Development Standards section is to ensure there is an enforceable instrument in place that implements the Copper Falls development plan. The CMP utilizes a variety of tools to ensure a predictable and quality development, which can be implemented and regulated in the years ahead by City of Buckeye planning staff. The CMP sets the framework for implementation of the following standards. The use, design, construction, improvement, or other development activity, associated with the 2019 CMP Amendment Area, shall be subject to the development standards contained within this section. In the event of a conflict between the provisions of the CMP and the City of Buckeye Development Code, the provisions of the CMP shall prevail.

HEIGHT, BULK AND SETBACK STANDARDS

TABLE 4: Height, Bulk and Setback Standards

The following height, bulk and setback standards shall apply to the 2019 CMP Amendment Area.

Land Use	Interior Side Yards (Min)	Street Side Setback (Min)	Front* Setback (Min)	Rear Setback (Min)	Building Height (Max)	Lot Coverage
Single-Family Detached Residential	5’ / 5’	10’ / 5’	10’ to Living Area or Side Loaded Garage-	15’	30’	55% for Primary Structure, 10% for Covered Patio

*Minimum Front Setback to a Front-Facing Garage is to be 18’ from back of sidewalk.

Exceptions

1. Architectural projections (not limited to bay windows, balconies, fireplaces, etc.) shall be permitted to encroach up to 2 feet into side yards and 3 feet into front or rear yard setbacks, provided the sum of such projections does not exceed one-third (1/3) of the wall length of the wall.
2. Covered patios open on three sides shall be allowed to encroach into required setbacks provided a 10-foot setback is maintained to the rear property line and the 5-foot side yard setback is maintained.

Landscape

The landscaping elements of the 2019 CMP Amendment Area will be specified and approved prior to any final plat approval. The landscape palette to be utilized for the project will be based upon the City of Buckeye typical landscape requirements and Arizona Department of Water Resources Low Water Use Plant List. Any additions or modifications to the plant palette, which varies from those noted, shall be reviewed and approved if deemed appropriate for the project location. Plant materials will be selected to provide for botanical diversity and interest, further reinforcing the overall planned community vision.

Screening and Buffer yards

The height of any privacy portion of any wall or fence, within the 2019 CMP Amendment Area, shall not exceed 7 feet in height (from top of footing to top of wall) in any residential development parcel. In the event a slope must exceed 4:1 in the public right-of-way, a wall height greater than 7 feet may be permitted with approval from the City of Buckeye Engineer. Walls located adjacent to commercial or industrial uses may not exceed 8 feet in height.

The height of any required retaining wall, within the 2019 CMP Amendment Area, shall not exceed 3 feet 4 inches. The total wall combined wall height located at a grade step between subdivided parcels, including tracts, shall not exceed 7 feet on the upper elevation lot or tract, and 10-feet four inches on the lower elevation lot or tract.

Primary view fencing shall be 4 feet of open fence on top of 2 feet of solid wall. This fence is envisioned to be provided for lots bounding significant open space areas. A secondary view fence type has been included in the 2019 CMP Amendment Area which consists of 2 feet of open fence on top of 4 feet of solid wall. This fence type is envisioned to be utilized minimally in locations where lots may bound less significant open space areas.

ENTRY MONUMENTS, PERIMETER WALLS & DIRECTIONAL SIGNAGE

Entry monuments, perimeter walls and directional signage are important to establishing the community's character and feel.

Residential Entry Monuments

Street entry designs into the 2019 CMP Amendment Area vary. Both collector and local street connections are proposed within the 2019 CMP Amendment Area. A hierarchy of monument signage type is envisioned for the varied scale of the street connections. The residential community entry monuments shall be proposed in three types as follows,

(1) Major Project Entry:
To be located at Collector street connection to Miller Road.
(2) Secondary Project Entries:
To be located at local street connections to Miller Road and Southern Avenue.

Primary and secondary entry monumentation will help to establish the community identity, an architectural style and landscape theme for the overall project. Entry monuments will include project identification as well as complimentary theming elements. Please refer to **Exhibit 13 (Entry Monument Sign Concepts)** for a depiction of the proposed entry

monument design character. Secondary monumentation should reflect a scaled-down version of the entry monuments, showcasing similar materials and architectural design.

Perimeter Theme Walls

All perimeter walls for the 2019 CMP Amendment Area shall not exceed 7-feet in height. Perimeter walls will be designed to incorporate colors, materials and forms utilized in the project monumentation. The theme walls shall be integrally colored or painted a complimentary color to the project monumentation design. Please refer to **Exhibit 14 (Theme Wall Concepts)** for a depiction of the envisioned wall and fence types.

Directional Signage

Directional signage may be placed throughout the 2019 CMP Amendment Area to assist vehicular and pedestrian circulation and wayfinding. Signage may include builder and subdivision name. The design of any directional sign elements shall compliment the project monumentation design and project theme walls.

SIGNS

The 2019 CMP Amendment Area shall require submittal and approval of a Comprehensive Sign Plan illustrating a coordinated approach to development signage per the requirements of Section 5.11 of the Development Code.

The placement of signs shall require a sign permit issued by the Administrator in accordance set forth with the procedures of the Buckeye Development Code Section

5.11. The following sign types are exempt from obtaining a permit:

- Directional and traffic signs, including temporary street construction signs.
- Sign pertaining to the lease, sale or rental of land or buildings, the size of which is twelve (12) square feet or less for parcels up to five (5) acres and thirty-two (32) square feet or less for parcels more than five (5) acres.

LIGHTING

All site lighting elements within the 2019 CMP Amendment Area should be of similar character and design. All lighting shall be designed to conform to the standards of the state "dark skies" requirements as set forth in ARS §49-1101 et seq, and the requirements of Section of the Buckeye Development Code.

RELATIONSHIP TO THE DEVELOPMENT CODE

The regulations and provisions for land use and property development standards, contained in the CMP Amendment, take precedence over regulations covering land use and property development standards contained in the Development Code. Administrative procedures and development standards contained in the Development Code and not addressed by the CMP remain applicable to development within the 2019 CMP Amendment Area. In the event of a conflict between the provisions of the CMP Amendment and the Development Code, the provisions of the 2019 CMP Amendment shall prevail.

RESIDENTIAL SUBDIVISION DESIGN STANDARDS AND GUIDELINES

All residential development within the 2019 CMP Amendment Area shall meet or exceed the standards and guidelines set forth in this amendment. If additional or modified design standards or guidelines are not established within the CMP Amendment, the City of Buckeye Development Code minimum standards shall apply.

Article 5: Development and Design Standards and Guidelines

Modifications to Article 5 shall include the following:

Section 5.4.3 - Site Enhancement Landscaping Requirements

(Table 5.4-1) All required open space area shall be held as common areas and managed by the Copper Falls Homeowners Association. All common areas shall be landscaped.

Section 5.4.5 (2) - Fences, Walls, and Screening

Walls and fences shall be articulated to avoid continuous, unbroken expanses. No wall or fence facing an arterial or collector street may extend continuously, without articulation, for a distance greater than 200 feet. Fences or walls may be articulated using any combination of the following:

a. Changes in material or texture, including the use of view walls that allow for views into the site;

b. Offsets (projections or recessions, 2 feet minimum);

c. Landscape pockets; or

d. Similar features as approved

Section 5.7.2.C.1- Maximum Garage Width

The maximum width of garage doors on front loaded garages, including the garage door but excluding any architectural elements on each side of the garage door, shall not exceed 50% of the of the overall building façade on lots less than 6,000 square feet; and 40% of the overall building facade on lots 6,000 square feet or greater. This maximum garage width shall not apply to any building fronting a street or open space whose garage orientation is other than the front street, including those that front on an alley, courtyard or similar shared drive. Building façade is defined as: Front of home parallel to the street plus the following: Where livable area is forward of the garage, the length of the wall return from the forward livable area to the garage shall be added to the overall façade length. The length of the wall return from the garage to the livable area shall not be included when the garage is forward of the livable area.

Article 6: Land Subdivision

Modifications to Article 6 shall include the following:

Section 6.3.5.A - Block Length

Residential blocks shall not be less than 300 feet nor more than 660 feet in length. The City may approve a longer block length when *traffic mitigation features are incorporated into the street design. A street inclusive of a 20-degree curve will be considered to have included traffic mitigation as a traffic mitigation feature. Other traffic mitigation features may include a street choker, chicane or other feature located not to interfere with individual residential lot access or emergency access. Traffic mitigation features require City of Buckeye engineering approval.*

III. 2023 CMP AMENDMENT AREA

LAND USE PLAN

The Copper Falls 2023 CMP Amendment Area is proposed as a mix of land use designations including several types of multi-family residential alternatives and commercial. The following text defines the land uses and development standards for each land use classification in the 2023 CMP Amendment Area. The 2005 CMP maintained a combination of single family residential detached, commercial and medical office in the 2023 CMP Amendment Area. The 2023 CMP Amendment Area provides for multi-family (single, two story and multi-story) and commercial uses. Parcels 6 & 7 are designated as MF, Single Story (Multi-Family, Single Story). Parcel 8 is designated as MF, Two Story (Multi-Family, Two Story). Parcel 9 is designated as MF, Multi-Story (Multi-Family, Multi-Story). Parcel 10 is designated as Commercial. The parcel locations and types are defined on **Exhibit 18 – 2023 CMP Amendment Conceptual Land Use Plan** and **Table 3 - Land Use Summary for 2023 CMP Amendment Area** below.

TABLE 3 – Land Use Summary for 2023 CMP Amendment Area

Parcel	Ownership	Use	Acres	Units	Density
6	GM Gabrych Family LP	Residential (Multi-Family - Single Story)	9.28	139	15
7	GM Gabrych Family LP	Residential (Multi-Family - Single Story)	13.9	208	15
8	GM Gabrych Family LP	Residential (Multi-Family, Two Story)	18.47	277	15
9	GM Gabrych Family LP	Residential (Multi-Family, Multi-Story)	14.79	443	30
10	GM Gabrych Family LP	Commercial	16.48	NA	NA

Residential densities identified in the CMP are approximate. Parcels 6, 7, 8 and 9 may increase in size with a minor CMP amendment if they meet the following conditions:

(a) The overall acreage of the Parcel does not increase more than 10% of its currently identified acreage; and
(b) The total number of residential units does not exceed 10% of the Table 3 total Units.

MULTI-FAMILY RESIDENTIAL (MF, Single Story); PARCELS 6 & 7

Parcels 6 and 7 will be limited to single story products. However, these Parcels will utilize the MF-2 zoning district development standards except as amended in this CMP and may be utilized for any of the permitted uses within the MF-2 zoning district. Development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

PARCEL 6 & 7 – Development Standards

Development Standards	Parcel 6 & 7
Zoning	MF, Single Story
Max. du/ac	15
Max. Coverage	80%
Max Height	Single Story and 24'
Building Setbacks	
Front	0 ft
Side	0 ft
Rear	10 ft
Single Family Home	30 ft
Landscape Setbacks	
Arterial Street	30 ft
All other Streets	10 ft
Open Space	20%
Off Street Parking	
Standard	9x20
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	1/studio or one-bedroom unit 1.5/two-bedroom unit 2 for each unit in excess of two bedrooms

	In addition, all multi-family dwellings shall provide 1 guest space for every 5 units

PARCEL 7 (FIRE STATION OPTION)

The City may elect to construct an approximately three (3) acre fire station located within Parcel 7 acres as depicted in the Land Use Plan. If the fire station is not constructed, the development standards enumerated in the "Multi-Family Residential (MF, Single Story); Parcels 6 & 7" section will apply. In the event that the fire station is constructed, the development standards will be as follows.

PARCEL 7 (Fire Station Option) – Development Standards

Development Standards	Parcel 7 (Fire Station Option)
Zoning	MF, Single Story
Max Height	24' (excluding tower elements and design features)
Building Setbacks	
North	50 ft
South	50 ft
West	50 ft
East	0 ft
Landscape Setbacks	
North	5 ft
South	5 ft
West	5 ft
East	0 ft
Off Street Parking	
Standard	9x20
ADA	12'x18'
Drive Aisle	24 ft
Fire Lane	26 ft
If Fire Station should not occur	Use Parcel 6 & 7 development standards

MULTI-FAMILY RESIDENTIAL - PARCEL 8 (MF, Two Story)

Parcel 8 also utilizes the MF-2 zoning district development standards except as amended in this CMP and may be utilized for any of the permitted uses within the MF-2 zoning district. Parcel 8 will be restricted to a maximum of two stories in height. Additional development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

PARCEL 8 – Development Standards

Development Standards	Parcel 8
Zoning	MF, Two Story
Max. du/ac	15
Max. Coverage	80%
Max Height	Two story and 34' max height
Building Setbacks	
Front	0 ft
Side	0 ft
Rear	10 ft
Single Family Home	60 ft
Landscape Setbacks	
All other Streets	10 ft
Open Space	20%
Off Street Parking	
Standard	9x20
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	1/studio or one-bedroom unit 1.5/two-bedroom unit 2 for each unit in excess of two bedrooms In addition, all multi-family dwellings shall provide 1 guest space for every 5 units

MULTI-FAMILY RESIDENTIAL - PARCEL 9 (MF, Multi-Story)

Parcel 9 will allow for up to 50 feet in height and utilize the MF-2 zoning district development standards except as amended in this CMP and may be utilized for any of the permitted uses within the MF-2 zoning district. Additional development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

Parcel 9 - Development Standards

Development Standards	Parcel 9
Zoning	MF, Multi-Story
Max. du/ac	30
Max. Coverage	80%
Max Height	60-100ft from single family home: 40'
	More than 110ft from single family home: 50’
Building Setbacks	
Front	0 ft
Side	0 ft
Rear	10 ft
Single Family Home	60 ft
Landscape Setbacks	
All other Streets	10 ft
Open Space	20%
Off Street Parking	
Standard	9x20
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	1/studio or one-bedroom unit 1.5/two-bedroom unit

	2 for each unit in excess of two bedrooms In addition, all multi-family dwellings shall provide 1 guest space for every 5 units

COMMERCIAL – PARCEL 10

A commercial center is proposed at the southwest corner of Broadway Road and Miller Road, totaling approximately 16.48 gross acres. This site will provide commercial services for the residents in the CMP area as well as surrounding residential and office uses. The surrounding properties on opposite corners will complement the commercial site. Parcel 10 will not contain more than four (4) drive thru restaurants. Small Box Discount Stores and Thrift Stores are not permitted uses within Parcel 10.

"Small Box Discount Store" means a retail establishment with a floor area less than 12,000 square feet that offers for sale a combination and variety of convenience shopping goods and consumer shopping goods, and continuously offers a majority of the items in its inventory for sale at a price per item of $10.00 or less, adjusted for inflation. This definition shall control any use that fits the same despite otherwise being termed "Grocery Store" or "Variety Store".

"Thrift Store" mean a profit or nonprofit business or organization that engages in or specialized in the sale or resale of previously owned or used goods and merchandise from an area greater than twenty-five percent (25%) of the total floor area devoted to retail sales and whose merchandise is donated or principally donated. A specialty retail store which sells used merchandise not donated for sale including, but not limited to, used record stores, used book stores, used furniture stores, and sports trading card stores, shall not be considered a thrift store for the purpose of this ordinance.

Parcel 10 will utilize the C-2 zoning district standards except as amended in the CMP and may be utilized for any of the permitted uses within the C-2 zoning district. Additional development standards are dictated in the GENERAL LAND DEVELOPMENT STANDARDS section below.

PARCEL 10 – Development Standards

Development Standards	Parcel 10
Zoning	Commercial
Max FAR	n/a
Max. Coverage	60%
Max Height	50 ft
Building Setbacks	
Front	10 ft
Side	10 ft

Rear	0 ft
Landscape Setbacks	
Front	5 ft
Side	5 ft
Rear	5 ft
Landscape Required	20%
Off Street Parking	
Standard	9x18
Handicap	12x18
Drive Aisle	24 ft
Fire Lane	26 ft
Req. Parking Ratio by Use	
Office/Com:	1/250sf

EDUCATIONAL/ SCHOOLS

Elementary, secondary, and high schools are permitted in all residential and commercial parcels of the CMP. Technical schools, colleges, or other educational facilities are permitted in all non-residential parcels. An agreement for any public school facilities shall be presented before any final plan approval. Buckeye Elementary School District owns Parcels 4A and 4B in the 2019 CMP Amendment Area for a future location of a school site.

OPEN SPACE

Neighborhood parks are an important component of the Copper Falls communities. Each parcel within the 2023 CMP Amendment Area will include open space.

Note: Since the 2005 Copper Falls CMP approval, The City of Buckeye has implemented a Parks, Trails and Open Space Master Plan. If the plan calls for amenities above and beyond those required in this CMP, the CMP will meet or exceed these new standards.

Other open space within the CMP includes retention areas, utility easements, roadway right-of-way, and other drainage features. Total open space for the 2023 CMP Amendment Area must total 18% of the net project site.

Park space, including trails, retention, and other open space designations, is included in this total acreage. Total percentage of open space, as defined by City code, on the project site will be a minimum of 18% of the net residential acreage. Each approved site plan will include a confirmation of the open space acreage included in that site plan. A major trail network is planned with this CMP amendment to allow the future residents to traverse the master planned community between properties and to the future adjacent commercial uses.

IV. OVERALL CMP

MASTER STREET AND CIRCULATION PLAN

The CMP site is easily accessible by the surrounding three arterial roads: Broadway Road to the north, Miller Road to the east, and Southern Avenue to the South. Miller Road has direct access to lnterstate-10 at an interchange approximately four miles north of the site.

An internal collector street is identified within the community running north and south. This collector street connects the 2019 CMP Amendment Area to Broadway Road through the 2023 CMP Amendment Area.

Refer to **Exhibit 8 (Master Circulation Plan)** for the planned collector road and parcel access locations to surrounding arterial streets.

ENVIRONMENTAL ASSESSMENT

Liesch Southwest, Inc conducted a Phase I Environmental Site Assessment on the project site on January 30, 2004. This assessment included a review of historical and regulatory agency documents and aerial photographs, a walk-over survey to evaluate the property for the possible presence of hazardous substances and contaminants, and interviews with persons knowledgeable about current and past site activities. The **following** are the key findings of the report.

- According to published maps, depth to groundwater in the project area varies from between 70 and 145 feet below ground surface and regional groundwater flow was to the west-northwest.
- A pesticide-screening program was conducted to evaluate whether chlorinated pesticide residues are present in the near-surface soils at the property. Concentrations of DDE were identified in all of the soil samples collected. Toxaphene was detected in eight of the soil samples collected, and the delta-BHC was detected in one of the soil samples collected. All of the DDE and Toxaphene concentrations were well below the Arizona Residential Soil Remediation Levels. Liesch does not consider the concentration of delta-BHC to pose a recognized environmental condition for the sites. Based on the relatively consistent concentrations of pesticides detected, it appears that the source was from routine agricultural application. Current ADEQ policy does not require investigation or remediation of pesticide-impacted soil, as long as the source of the residues detected was from routine agricultural application. Based on the results of the pesticide-screening program and current state and federal regulations, no further testing or remediation is recommended.
- Prior to demolition or renovation of any existing on-site structures, a qualified asbestos consultant should be contacted. A comprehensive asbestos survey, including sampling and testing of building materials for the presence of asbestos fibers, will be needed to obtain the Maricopa County NESHAP permit that is required for demolition or renovation.
- Based on the age of the buildings located on the property, a possibility exists that septic tanks and/or underground utility piping may be present on the

property. Should such piping or septic tanks be encountered during grading operations, the septic systems should be abandoned according to current Maricopa County requirements.

- Two wells were identified on the Arizona Department of Water Resources data base with coordinates that could correspond to the property. These wells should be abandoned in accordance with requirements promulgated by the ADWR prior to development of the property.

RELATIONSHIP WITH THE DEVELOPMENT CODE

The regulations and provisions for land use and property development standards contained in the CMP take precedence over regulations covering land use and property development standards in the Development Code. Administrative procedures and development standards contained in the Development Code not covered by the CMP remain applicable to development within the site. In the event of a conflict between the provisions of the CMP and the Development Code, the provisions of the CMP shall prevail.

GENERAL LAND DEVELOPMENT STANDARDS

The purpose of this Development Standards section is to ensure that there is a workable, complete, and enforceable instrument in place that implements the concept of distinction for Copper Falls. The standards must be clear and concise to assist the City in implementing the standards and enforcing regulations for the duration of the community's existence.

Copper Falls will use a variety of tools to assure the development is an asset to the City of Buckeye and to the residents that have the opportunity to live, work and play in the master planned community. The Community Master Plan for Copper Falls sets the framework for the implementation of these regulations and guidelines. The governance tools, such as design guidelines, architectural control, covenants, conditions and restrictions, and homeowners' associations will provide a means to establish an enforceable structure as the project develops over the next few years.

The purpose of the general development standards and guidelines contained in the CMP is not to restrict imagination, innovation or variety, but rather to assist in focusing on those elements of design which can produce creative solutions that will develop a satisfactory visual appearance, preserve property values, limit incompatibilities and promote the public health, safety and general welfare. The use, construction, improvement or other development of any portion of the property within the CMP shall be subject to the property development standards contained in the CMP.

The procedures and requirements contained in the CMP prevail over regulations in the City of Buckeye Development Code. Administrative procedures as well as provisions contained in the Development Code not covered by the CMP remain applicable to development within the property. In the event of a conflict between the provisions of the CMP and the City of Buckeye Development Code, the provisions of the CMP shall prevail.

The height regulations of this CMP shall not apply to spires, belfries, chimneys, cooling towers, elevator bulk heads, fire towers, monuments, stacks, radio or television aerials, cellular/digital communication facilities, ornamental towers or necessary mechanical structures provided that the above features do not exceed seventy-five (75) feet in height

from finished grade. If such features are attached to a building, they shall not occupy a horizontal area in excess of twenty-five (25) percent of the entire roof area of the building. The height regulations of this CMP shall not apply to hospitals, signature architecture or water tanks.

LIGHTING

All lighting within the Copper Falls Community should be of similar design.

Indoor or outdoor lighting that is one hundred fifty (150) watts or less shall be exempt from the provisions of this section.

Sources of illumination that are directly visible from a public street or residential property shall be minimized to reduce glare. Shielding will be used as required.

Street lighting throughout Copper Falls shall be designed to the current City standards.

PARKING & TRAFFIC CIRCULATION

Every lot shall have access that is sufficient to afford a reasonable means of ingress and egress for emergency vehicles as well as for all those likely to need or desire access to the property in its intended use.

All driveway entrances and other openings onto streets within the Property shall be constructed so that:

a. Vehicles can enter and exit from the lot in question without posing any substantial danger to themselves, pedestrians, or vehicles traveling on abutting streets.
b. Interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized.

Locations and sizes of all driveways and other openings for commercial or mixed-use development shall be determined by the City Engineer on a case-by-case basis.

Shared driveways for commercial or mixed-use development shall be encouraged.

PARKING REQUIREMENTS

a. Off street parking spaces and loading spaces shall be provided as set forth in Tables 5-C and 5-D of Section 7-5-9, Subsection C, of the Buckeye Development Code. Fractional results shall be rounded up to the nearest whole number if the fraction is 0.5 or greater.
b. In the case of mixed uses, the total number of spaces may be based on parking demand
c. as determined by a parking study if shared parking is desired.
d. Accessible parking spaces shall be provided in compliance with City and ADA regulations.
e. An emergency access lane having twenty (20) feet of unobstructed width shall be
f. provided when required by the property's emergency service provider.

PARKING/LOADING SPACE DESIGN REQUIREMENTS

g. To control dust and drainage, parking areas shall be paved. Upon approval by the City Engineer, parking areas may be constructed with dust free materials, including but not limited to stabilized decomposed granite.
h. Dimension requirements, as set forth in Table 5-E of Section 7-5-9, Subsection C, of the Buckeye Development Code, shall be followed in the construction or modification of any parking area.
i. The preferred location for parking shall be the interior of the lot, exclusive of on-street parking.
j. Paving shall be provided to a sufficient thickness to withstand repeated vehicular traffic, except for single-family dwelling uses.

SCREENING AND BUFFERYARDS

SCREENING GENERAL REQUIREMENTS

The height of any fence, located between the principal structure and the rear or side property line, shall not exceed six (6) feet within any residential designation. Fence heights shall not exceed six (6) feet within any commercial/mixed-use. In the event that the slope must exceed 4:1 in the right-of-way, a wall height of greater than six (6) feet may be allowed per approval from the City Engineer. Any fencing located in a multi-family residential use Parcel adjacent to Broadway Road shall be perimeter view fencing. The view fencing shall be four (4) feet atop two (2) feet. This means that there will be four feet of view fencing on top of two feet of CMU (Concrete Masonry Units) wall. The four (4) feet of view fencing shall provide a sense of 'openness'.

REQUIRED SCREENING AND MATERIALS

New commercial development shall provide screening in accordance with the following table for those uses and improvements specified.

	Minimum Height	Materials Allowed to be Used for Screening*
Refuse Container	6'	1
Parking Area	3'	1, 3
Mechanical Equipment	3.5'	1, 3
Materials for fence construction shall be limited to the following: (1) Masonry block (3) Landscape berm/screen (2) Wrought iron * Other materials may be allowed upon the Planning Director finding that they are either similar to those listed above, or they contribute substantially to the community ambiance and character.		

BUFFERYARDS

All non-SFR uses adjacent to SFR must provide a combination of screening and bufferyard setback to protect those residences from potential nuisance uses. Covered and uncovered parking is allowed in this bufferyard.

ROOF-MOUNTED EQUIPMENT

Roof-mounted equipment shall be allowed in non-residential areas and shall be completely screened from view from ground level or adjacent property. The parapet, if provided, shall be architecturally compatible with the primary building.

LANDSCAPE

The landscaping elements of the project will be specified and approved prior to final site plan approval. The landscape palette will be based upon the Arizona Department of Water Resources Low Water Use Plant List. Any addition to this plant palette is to be approved by City staff and considered a minor amendment to the CMP. The chosen plant material will appropriately provide for botanical diversity given the regional context of the project site.

SIGNS

The placement of signs shall require a sign permit issued by the Administrator in accordance with the procedures set forth in the Buckeye Development Code Section 5.11.

INFRASTRUCTURE MASTER PLANS

Master Drainage Plan

The Site is within the City of Buckeye Area Drainage Master Plan (ADMP) and more specifically is within the Watson Road Outfall Drainage System. A review of the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) indicates the Site is not within a Special Flood Hazard Area (SFHA) and falls in an area designated as Zone X (shaded). The Zone X (shaded) designation is defined as "Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood".

The Site generally slopes from north to south at approximately one percent. Offsite flows are from the north consisting of existing agricultural land and single family residential. The offsite flows will be intercepted and routed internally through the Copper Falls property to Miller Road and Southern Ave per the ADMP.

The Site will retain the required 100-year, 2-hour storm event per City of Buckeye requirements. This will be accomplished through a hierarchy of roadway and storm drain systems that discharge to retention basins. On-site runoff, in excess of this storm event, will be discharged through emergency outfall corridors. The Copper Falls property will manage onsite storm water conveyance and storage in accordance with the City of Buckeye and Flood Control District of Maricopa County (FCDMC) requirements.

Please refer to **Exhibit 15 (Master Drainage Plan)**. Refer to **Appendix A** of the 2019 CMP Amendment for the Master Drainage Report prepared by Wood/Patel.

Master Water Plan

The City of Buckeye will be the water service provider for the Copper Falls Planned Community. The existing water infrastructure located adjacent to the property includes an 18-inch distribution main along Miller Road and a 16-inch distribution main along Southern Avenue.

The Copper Falls property will develop in Phases. Phase 1 will include single family residential homes and an elementary school. Phase 2 will include additional single-family residential homes. Future Phase 3 (proposed 2023 CMP Amendment Area) will include multifamily residential and commercial. The first two phases are assumed to occur prior to the City's build out of the water system in this area and will be managed in one pressure zone. In addition, when the City's system is expanded, two pressure zones will be created with the boundary occurring along the Copper Falls Drive alignment. Per the City's 2017 Integrated Water Master Plan, two water lines are planned along Copper Falls Drive to accommodate the future pressure zones.

In addition, new distribution mains will be located along the internal roadways providing service to each parcel. Each development parcel will be evaluated to determine which connections to the adjacent infrastructure are required to provide proper service and fire protection. The water system will be designed and constructed in accordance with City of Buckeye Engineering Department Design Standards.

Please refer to **Exhibit 16A (Water Master Plan - Full Build-Out)** and **Exhibit 16B (Master Water Plan - Interim Condition)**. Refer to **Appendix B** of the 2019 CMP Amendment for the Master Water Report prepared by Wood/Patel.

Master Wastewater Plan

The City of Buckeye will be the wastewater service provider for the Site. The existing wastewater infrastructure located adjacent to the Copper Falls property includes a 15- inch and an 18-inch trunk main along Miller Road and have capacity for the planned development. The Copper Falls Planned Community will develop in Phases. Phase 1 will include single family residential homes and an elementary school. Phase 2 will include additional single-family residential homes. Future Phase 3 will include single family residential homes, planned commercial and medical office. Per the City's 2017 Integrated Water Master Plan the Copper Falls property is planned to discharge to the Miller Road trunk main.

New gravity wastewater lines will be located along the internal roadways and convey wastewater to various outfall locations along Miller Road. The wastewater system will be designed and constructed in accordance with City of Buckeye Water Services Department Design Standards.

Please refer to **Exhibit 17A (Master Wastewater Plan - Full Build-Out)** and **Exhibit 17B (Master Wastewater Plan - Interim Condition)**. Refer to **Appendix C** of the 2019 CMP Amendment for the Master Wastewater Report prepared by Wood/Patel.

UTILITIES AND SERVICES

The following utility and public service providers shall supply services to the Coppers Falls CMP:

Water Supply – City of Buckeye

Wastewater Facilities – City of Buckeye

Electrical – Arizona Public Service

Telephone – Century Link

Refuse Collection – City of Buckeye

Fire and Medical Response – City of Buckeye

Police Response – City of Buckeye

PROJECT GOVERNANCE

The developer of Copper Falls shall create and record a set of Covenants, Conditions and Restrictions (CC&R's) establishing a private association which shall be responsible for the maintenance of all open space and landscape areas (including within right-of-way).

FORMAL CMP AMENDMENTS

Amendments to the CMP may be necessary from time to time to reflect changes in market conditions and development financing, and/or to meet new requirements of one of more of the potential users of builders of any part of the site. As changes or adjustments become necessary, such changes shall, unless otherwise required by applicable law, be effectuated as a minor change to the CMP through the administrative approval of the City's Planning and Development Director (the "Planning Director) which, after approval, shall be attached to the CMP as an addendum and become a part hereof.

Minor changes shall not require notice or public hearings. Major changes shall be re viewed by the Planning and Zoning Commission and approved by the City Council subject to applicable notice and hearing requirements.

The following shall be considered major changes:

- Substantial alterations to the list of permitted uses of the site set forth in this CMP, as deemed to be substantial by the Planning Director,
- An overall increase in density in the respective parcels or the addition of non-residential uses where not shown in the plan.

The following are examples of minor changes:

- A change in the types of residential uses within parcels provided the overall density of the subject parcels does not increase,
- A transfer of lots between two or more parcels provided the resulting densities for each parcel remains within its permitted density range and the combined density of the subject parcels does not have a net increase,
- Minor alterations to the list of permitted uses of the property set forth in this CMP, as deemed to be minor by the Planning Director.

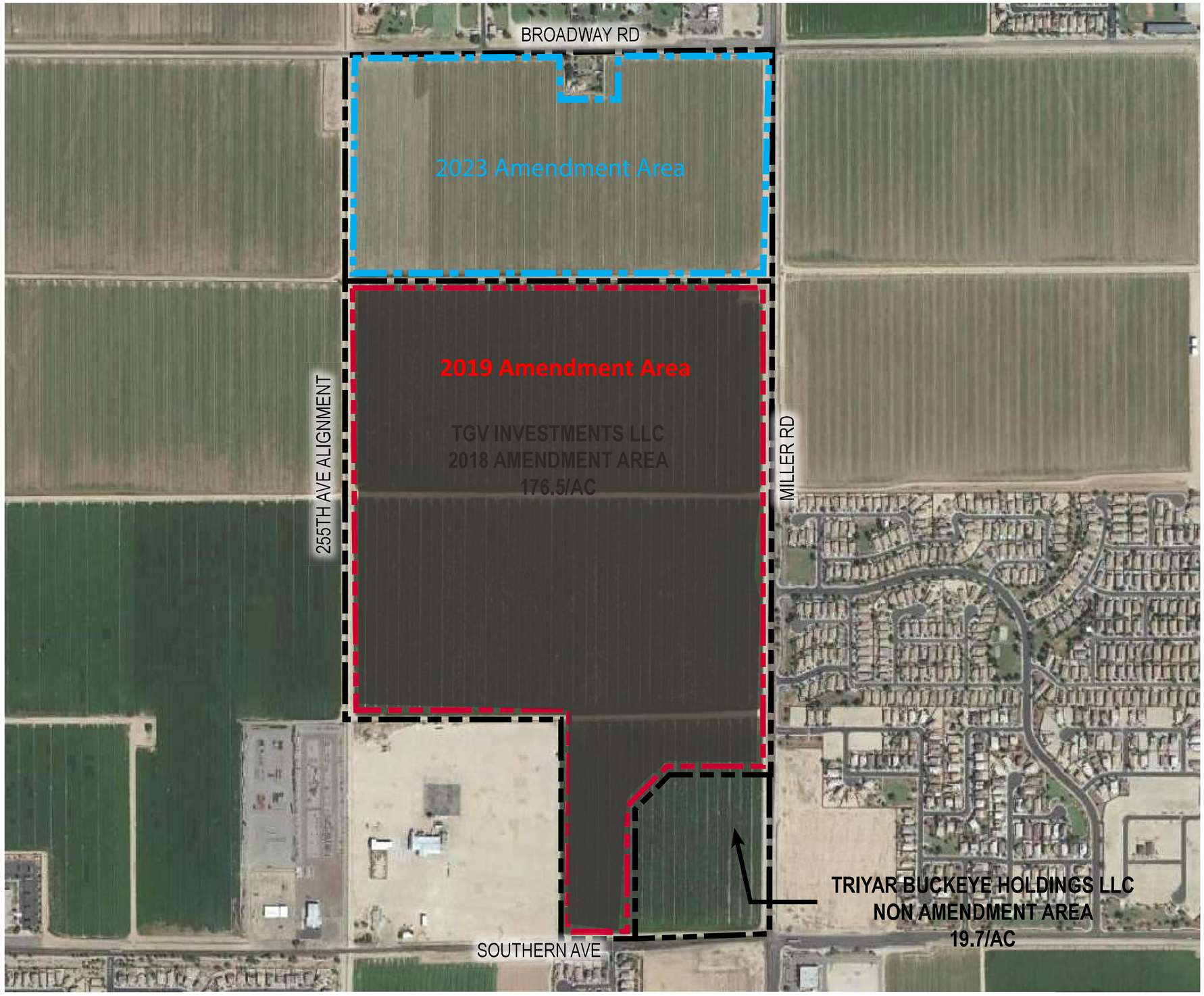


EXHIBIT 2:
CMP Ownership & Amendment Area

LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP AMENDMENT AREA
- OVERALL CMP BOUNDARY

IndiCap

This conceptual design is based upon a preliminary review of entitlement requirements and on unverified and possibly incomplete site and/or building information, and is intended merely to assist in exploring how the project might be developed. Signage shown is for illustrative purposes only and does not necessarily reflect municipal code compliance. All colors shown are for representative purposes only. Refer to material samples for actual color verification.

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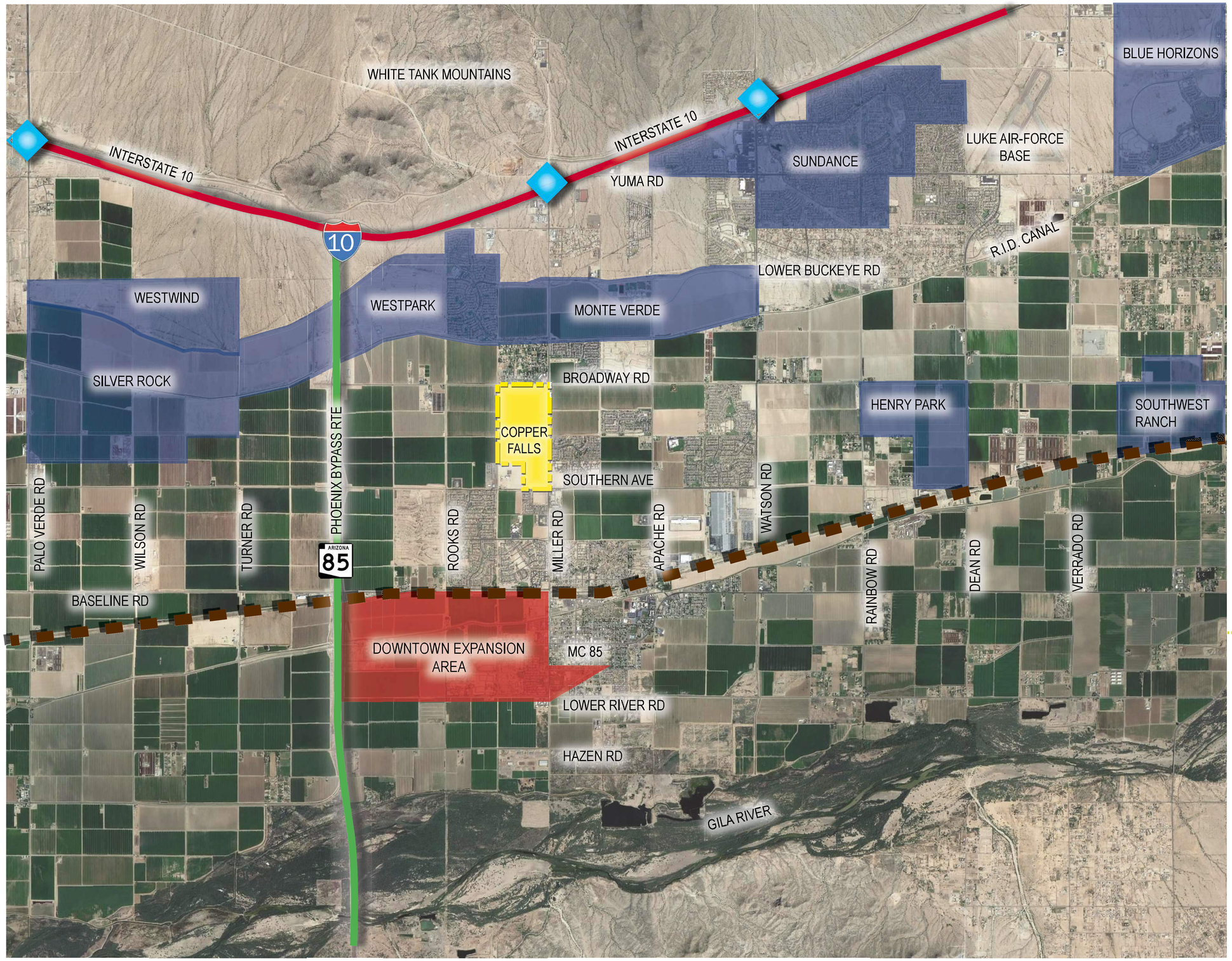
EXHIBIT 3:
Regional Location Map



LEGEND:

- GENERAL PLAN DOWNTOWN EXPANSION AREA
- APPROVED MASTER PLANNED COMMUNITIES
- COPPER FALLS - CM AREA
- FREEWAY ACCESS RAMP
- RAILROAD
- INTERSTATE ROUTE
- STATE ROUTE

IndiCap

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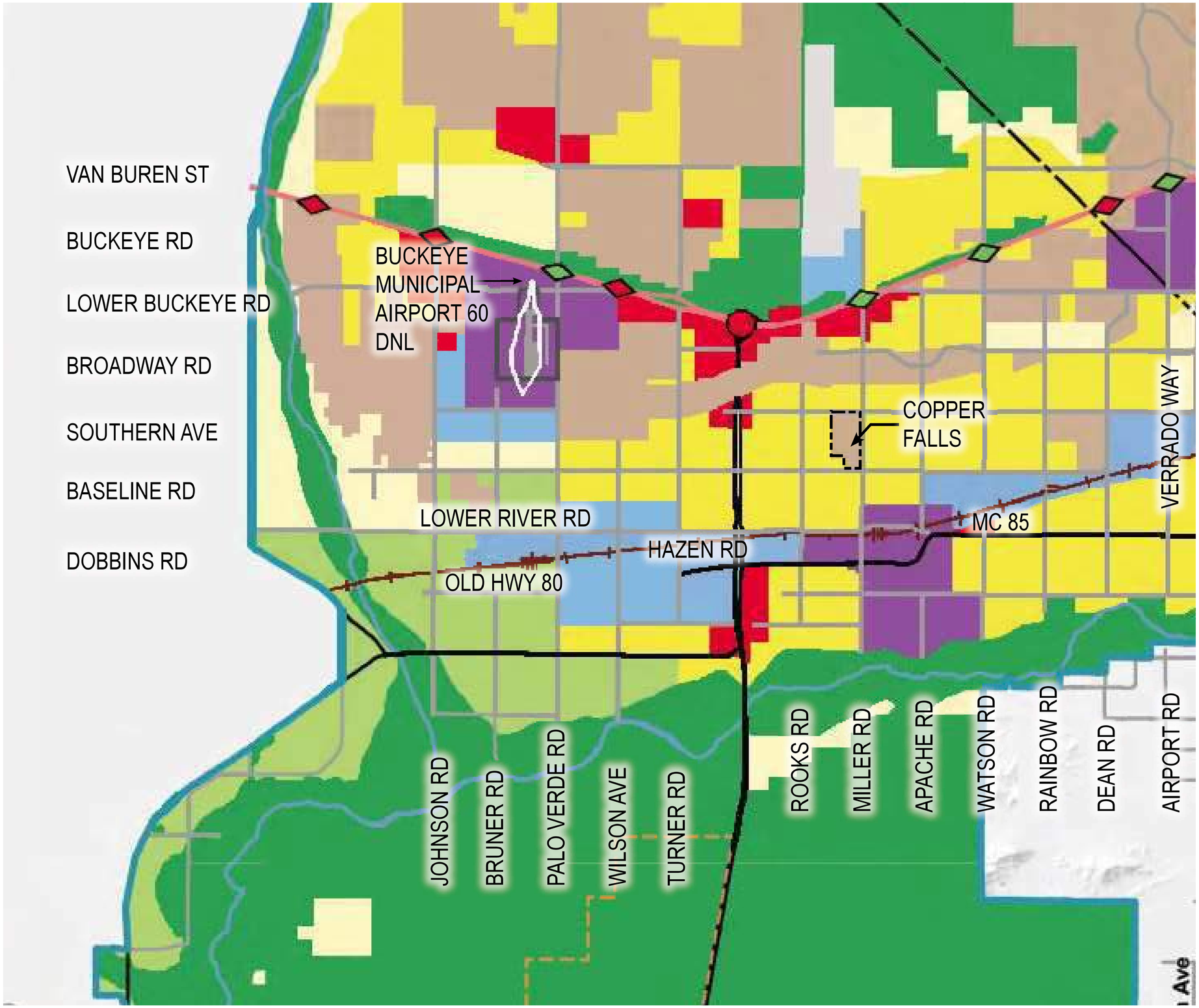
EXHIBIT 4:
General Plan



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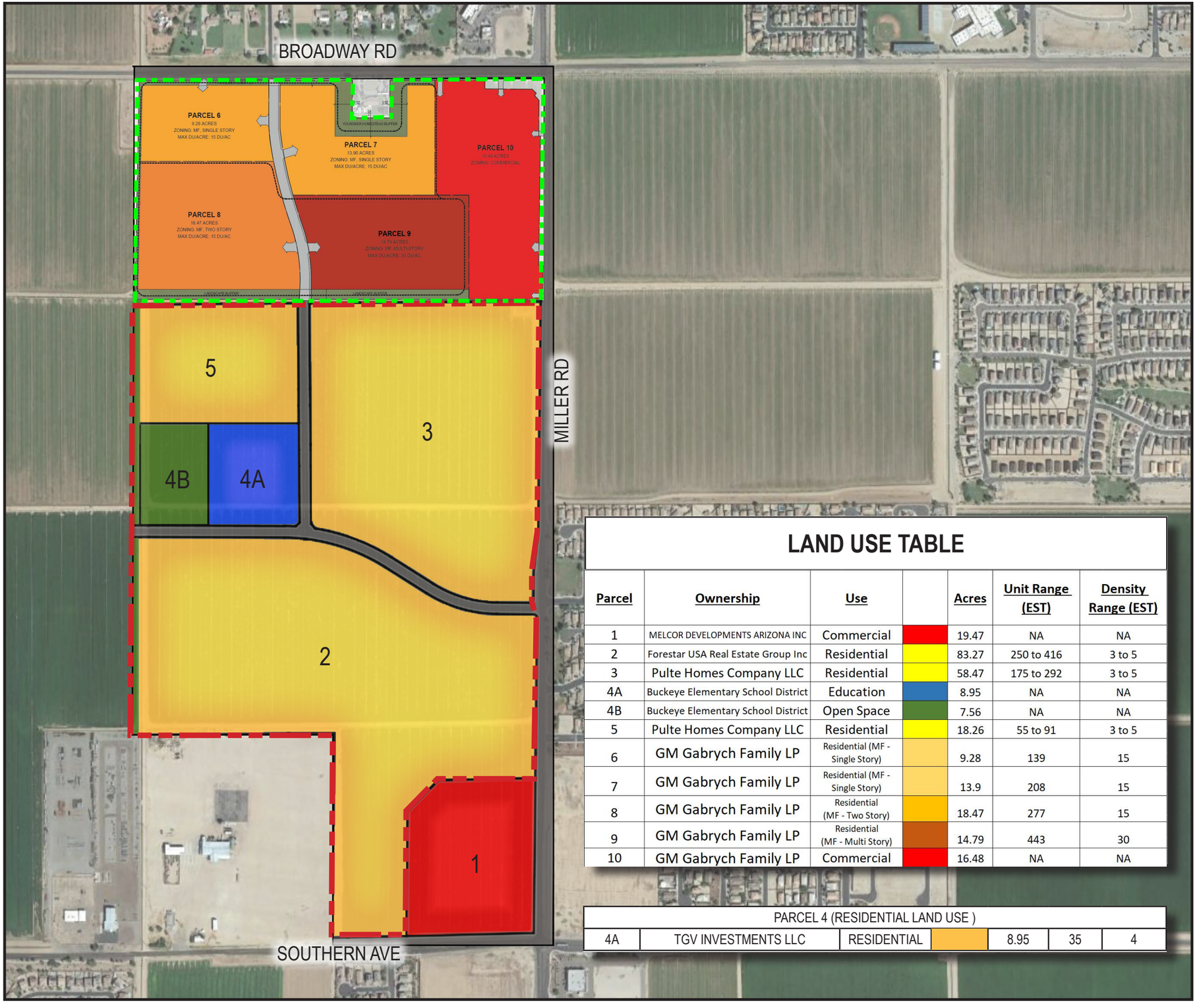

LAND USE TABLE

Parcel	Ownership	Use		Acres	Unit Range (EST)	Density Range (EST)
1	MELCOR DEVELOPMENTS ARIZONA INC	Commercial		19.47	NA	NA
2	Forestar USA Real Estate Group Inc	Residential		83.27	250 to 416	3 to 5
3	Pulte Homes Company LLC	Residential		58.47	175 to 292	3 to 5
4A	Buckeye Elementary School District	Education		8.95	NA	NA
4B	Buckeye Elementary School District	Open Space		7.56	NA	NA
5	Pulte Homes Company LLC	Residential		18.26	55 to 91	3 to 5
6	GM Gabrych Family LP	Residential (MF - Single Story)		9.28	139	15
7	GM Gabrych Family LP	Residential (MF - Single Story)		13.9	208	15
8	GM Gabrych Family LP	Residential (MF - Two Story)		18.47	277	15
9	GM Gabrych Family LP	Residential (MF - Multi Story)		14.79	443	30
10	GM Gabrych Family LP	Commercial		16.48	NA	NA

PARCEL 4 (RESIDENTIAL LAND USE)						
4A	TGV INVESTMENTS LLC	RESIDENTIAL		8.95	35	4

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 5

LAND USE MASTER PLAN

LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP Amendment Area

NORTH NO SCALE

DATE: 10.08.2018

901 East Madison Street
Phoenix, Arizona 85034
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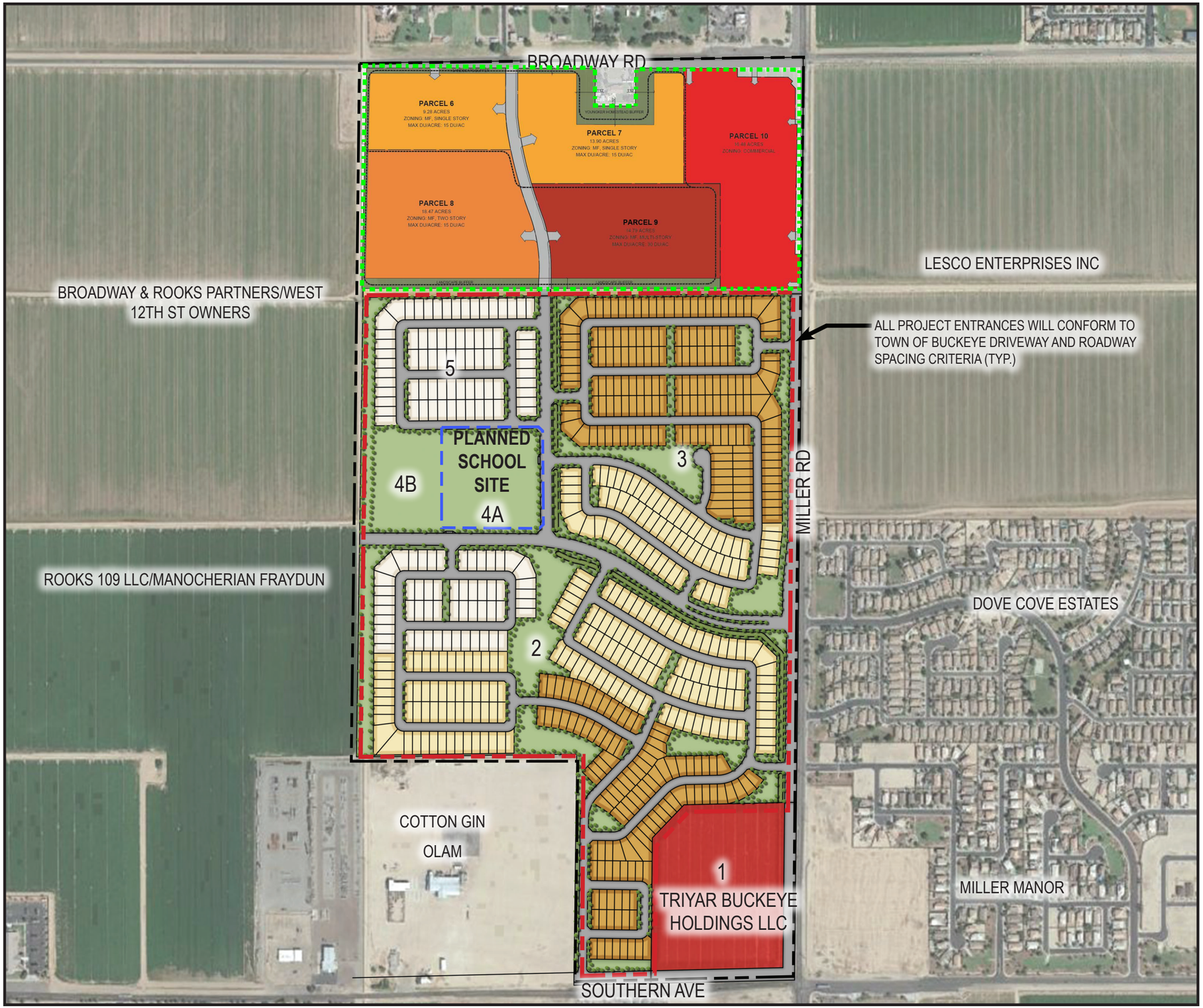

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 6

MASTER CONCEPTUAL DEVELOPMENT PLAN

LEGEND:

LOT SIZE	LAND USE
LOT A	2-3 DU/AC
LOT B	COMMERCIAL
LOT C	MEDICAL/ OFFICE

2019

- CMP AMENDMENT AREA
- FUTURE SCHOOL SITE
- OVERALL CMP BOUNDARY

[1]THIS MASTER CONCEPTUAL DEVELOPMENT PLAN IS INTENDED TO DEPICT THE CONCEPTUAL RESIDENTIAL AND SCHOOL CONFIGURATION FOR THE AMENDMENT AREA. THIS PLAN IS NOT INTENDED TO REPRESENT THE PRELIMINARY OR FINAL PLAT(S) FOR THE SUBJECT PROPERTY. PRELIMINARY AND FINAL PLATS WILL PROCESSED THROUGH THE CITY OF BUCKEYE PROCESS AND MAY REFLECT A MODIFIED CONFIGURATION FOR THE ARRANGMENT OF LOTS, STREETS, AND OPEN SPACE

NORTH NO SCALE

DATE: 2.4.2019

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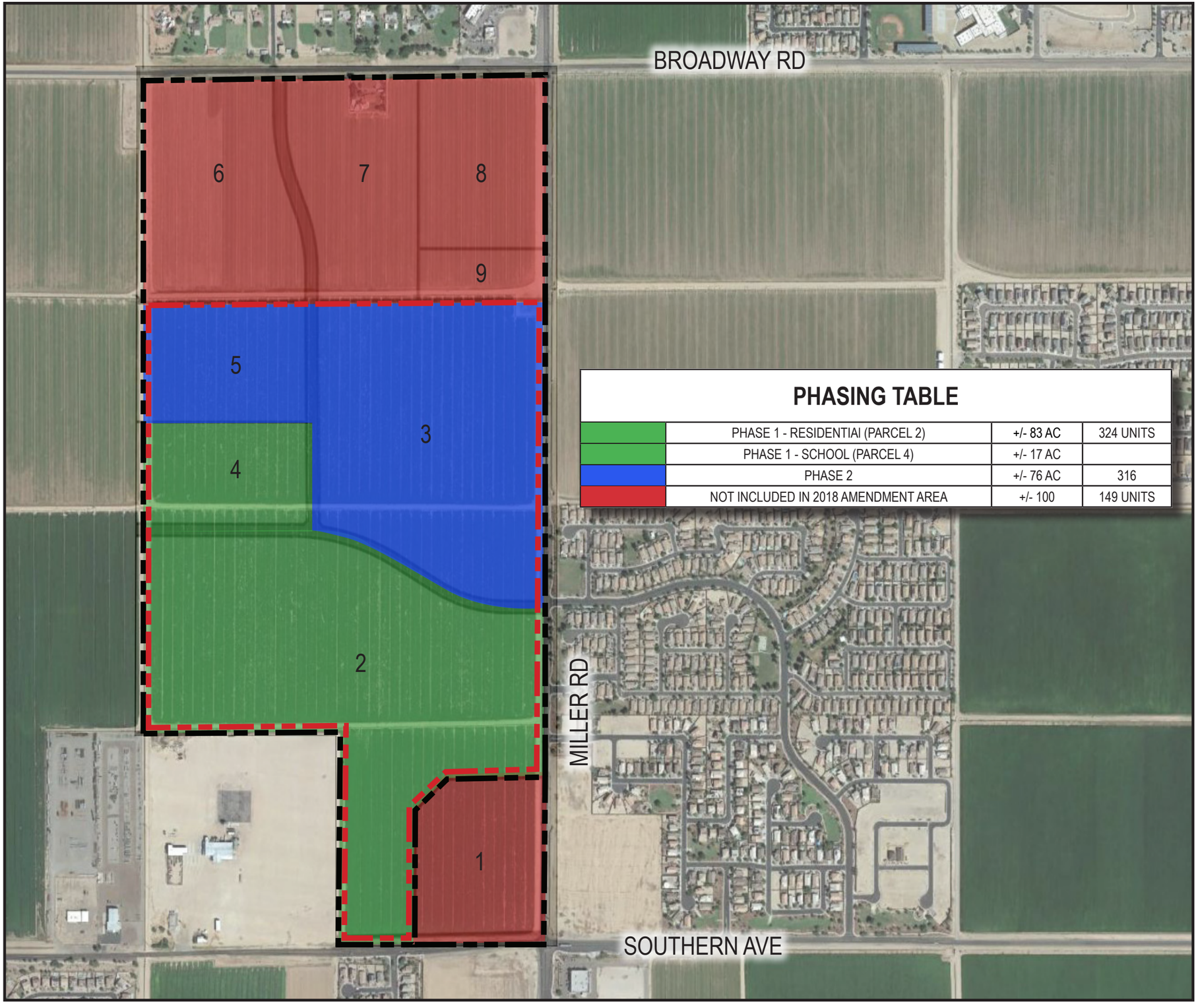

PHASING TABLE

	PHASE 1 - RESIDENTIAI (PARCEL 2)	+/- 83 AC	324 UNITS
	PHASE 1 - SCHOOL (PARCEL 4)	+/- 17 AC	
	PHASE 2	+/- 76 AC	316
	NOT INCLUDED IN 2018 AMENDMENT AREA	+/- 100	149 UNITS

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 7

PHASING PLAN

LEGEND:

CMP AMENDMENT AREA

OVERALL CMP AREA

NOTE: THIS PHASING PLAN IS INTENDED TO DEPICT THE GENERAL SEQUENCE OF DEVELOPMENT FOR THE COPPER FALLS PLANNED COMMUNITY. THE PHASING OF THE COMMUNITY IS EXPECTED TO RESPOND TO THE LOGICAL EXTENSION OF INFRASTRUCTURE AND THE ANTICIPATED MARKET FOR RESIDENTIAL AND SUPPORT LAND USE TYPES. THIS PLAN IS NOT INTENDED TO BE REGULATORY IN ANY WAY.

NORTH NO SCALE

DATE: 10.08.2018

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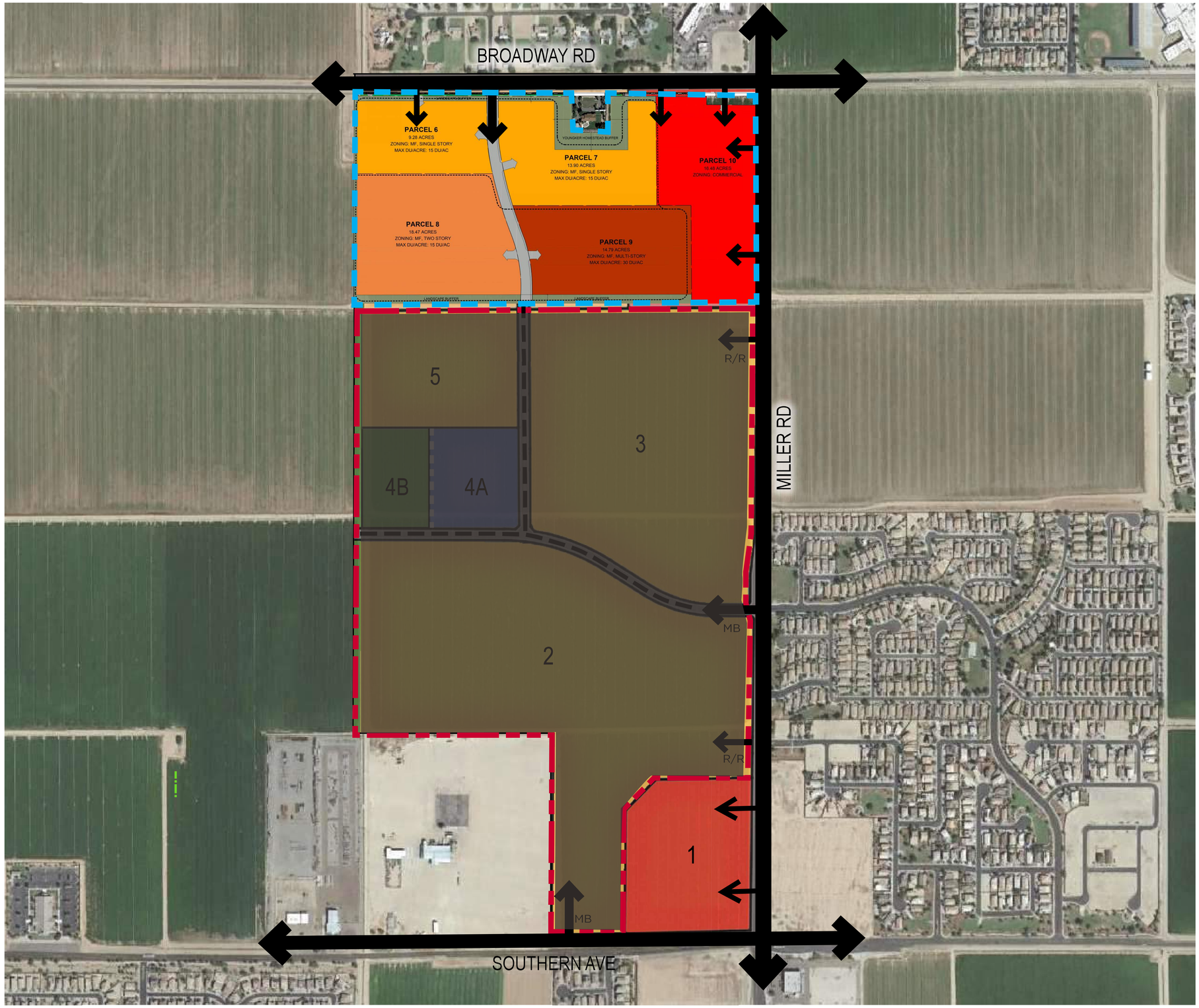
EXHIBIT 8:
Master Circulation Plan



LEGEND:

- ARTERIAL STREET
- ARTERIAL ACCESS MEDIAN BREAK
- ARTERIAL ACCESS RIGHT IN/RIGHT OUT
- 2019 CMP AMENDMENT AREA
- 2023 CMP AMENDMENT AREA

IndiCap

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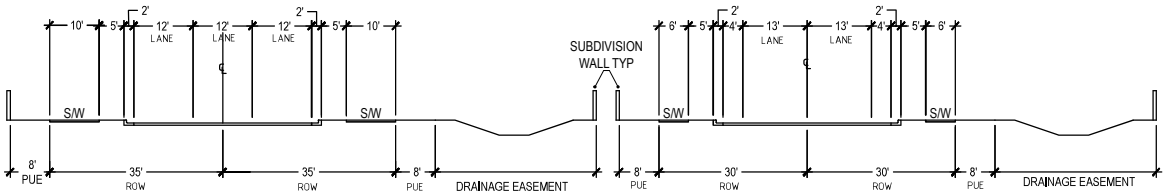
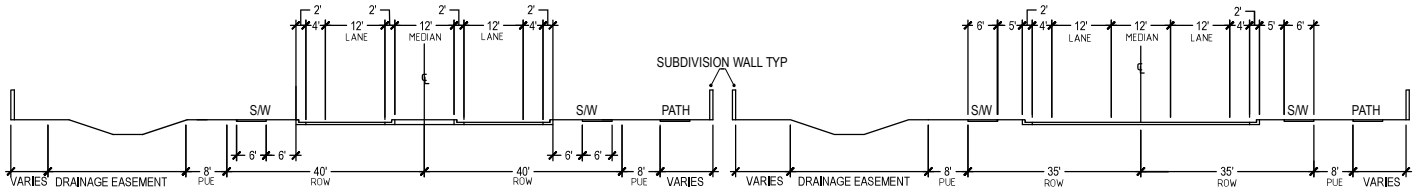


253RD AVE LOOKING NORTH
(COPPER FALLS DR. TO THE NORTH BOUNDARY OF SCHOOL PARCEL)

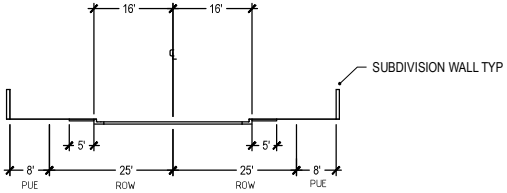
253RD AVE LOOKING NORTH
(NORTH BOUNDARY OF SCHOOL TO NORTH BOUNDARY OF AMENDMENT AREA)

NOTE: THE STREET SECTION NORTH OF THE AMENDMENT AREA TO BROADWAY RD. MAY INCREASE TO A FULL COLLECTOR IF PROJECT DENSITY NORTH OF THE AMENDMENT AREA INCREASES.



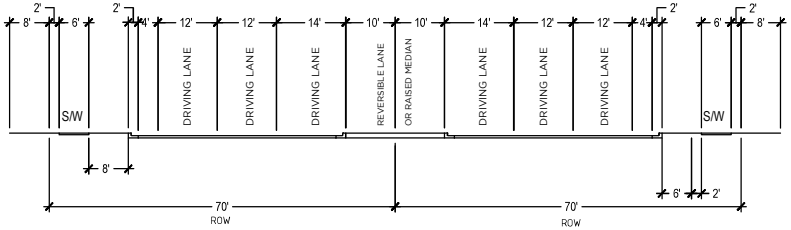
COPPER FALLS DRIVE (LOOKING WEST) AT ARTERIAL INTERSECTION

COPPER FALLS DRIVE (LOOKING WEST)



TYPICAL LOCAL STREET

TYPICAL RESIDENTIAL ENTRY AT ARTERIAL AND COLLECTOR STREET INTERSECTIONS SHALL COMPLY WITH DETAIL 63190



MAJOR ARTERIAL STREET
(BUCKEYE DETAIL 63120 - 140 ROW)

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 9

STREET CROSS SECTION

THESE ROADWAY SECTIONS ARE INTENDED TO SHOW THE DESIGN INTENT FOR STREET, PEDESTRIAN SIDEWALK, NEIGHBORHOOD PATH, AND DRAINAGE FACILITIES WITHIN THE TYPICAL ROADWAY CORRIDORS THAT WILL SUPPORT THE COPPER FALLS PLANNED COMMUNITY AND THE CONTEXTUAL SUBURBAN DEVELOPMENT PATTERN.
THE ROADWAY CONFIGURATIONS AND DIMENSIONAL STANDARDS PROVIDED HEREIN ARE INTENDED TO BE CONSISTENT WITH THE CITY OF BUCKEYE ROADWAY STANDARDS.

NORTH NO SCALE

DATE: 2.4.2019

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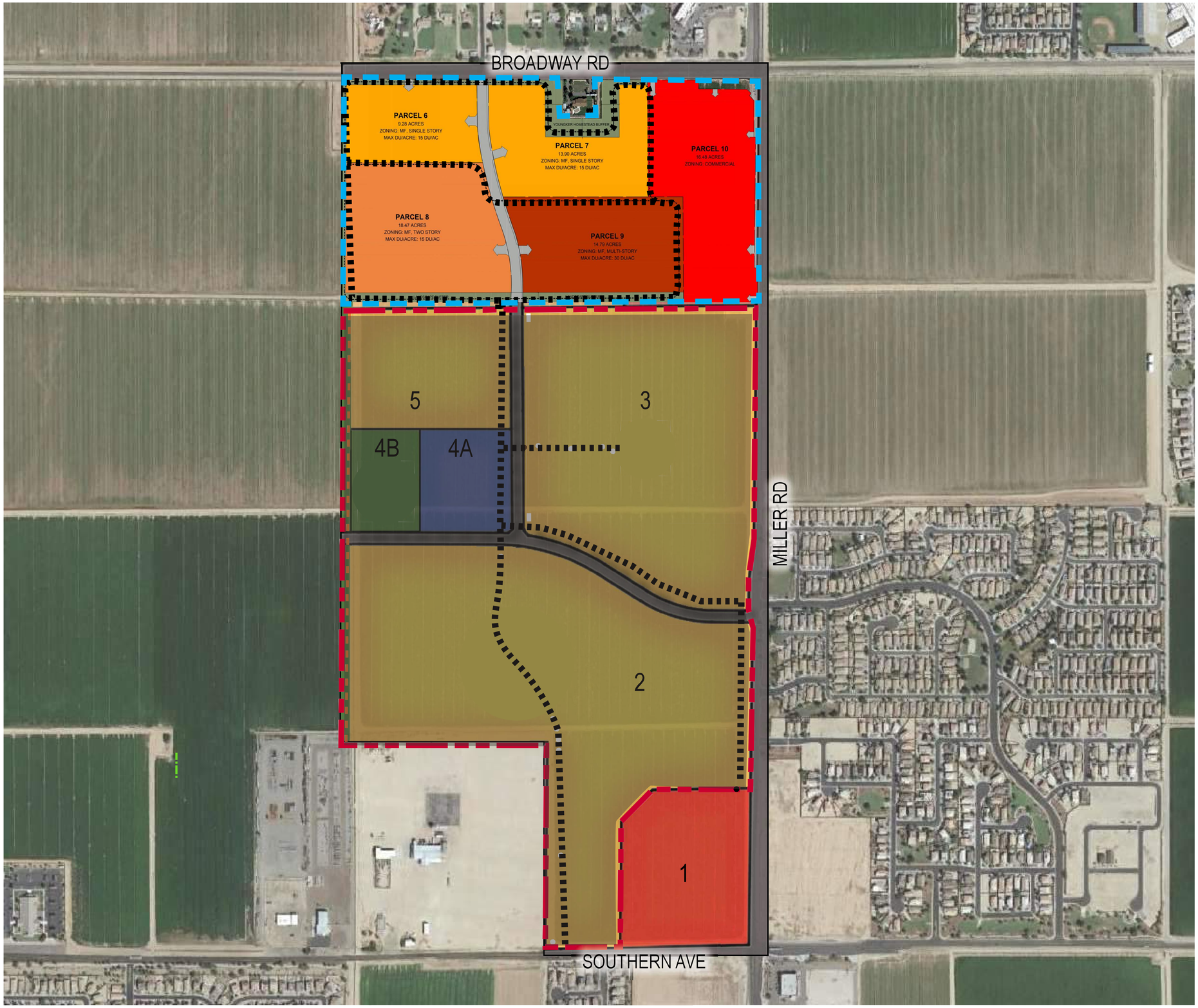
EXHIBIT 10:
Master Trails Plan



LEGEND:

- 2019 CMP AMENDMENT AREA
- 2023 CMP AMENDMENT AREA
- NEIGHBORHOOD TRAIL (PAVED)

IndiCap

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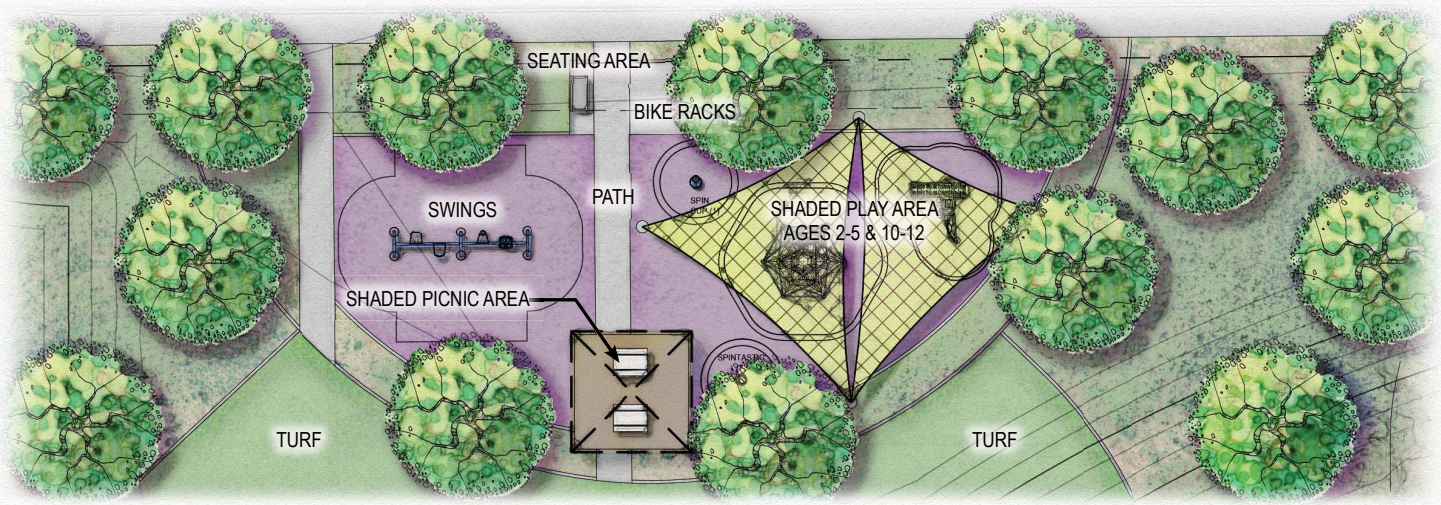
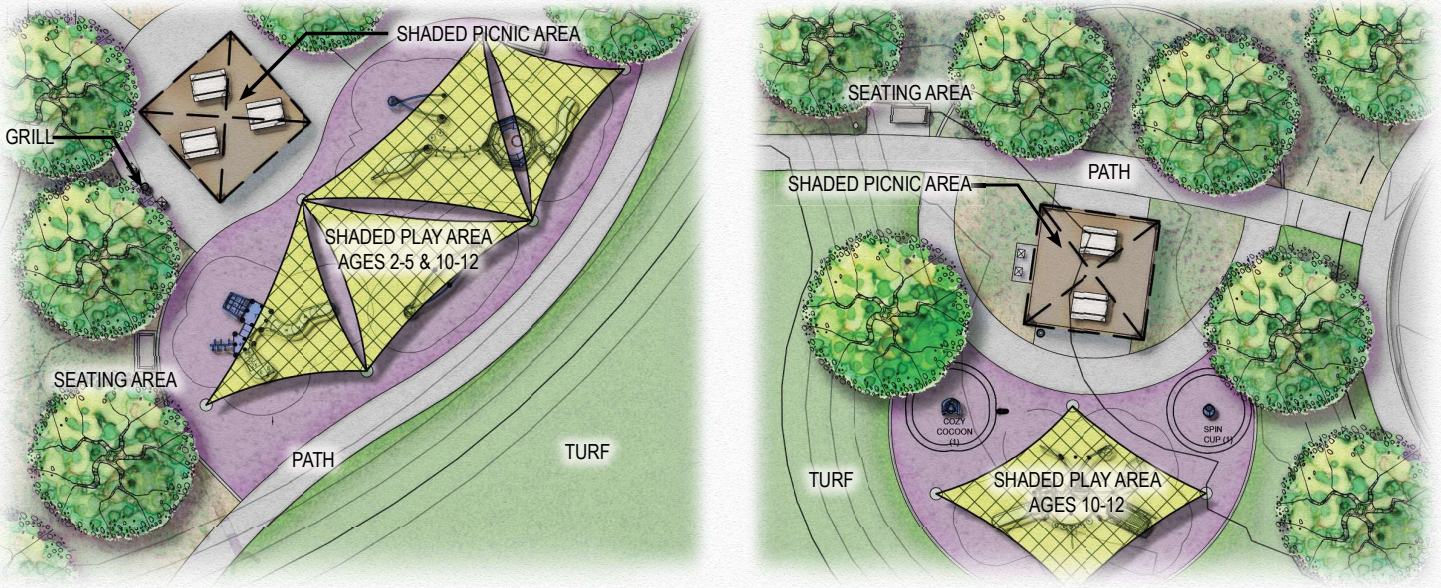


PHASE ONE AMENITY AREA - CONCEPTUAL CONFIGURATION.
(NOTE: SUBJECT TO CHANGE WITH PRELIMINARY PLAT DESIGN AND REVIEW)



PHASE TWO AMENITY AREA - CONCEPTUAL CONFIGURATION.
(NOTE: SUBJECT TO CHANGE WITH PRELIMINARY PLAT DESIGN AND REVIEW)

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 11

NEIGHBORHOOD AMENITY CONCEPTS

THE NEIGHBORHOOD PARK WILL BE DESIGNED AND IMPLEMENTED IN COOPERATION WITH THE BUCKEYE UNIFIED SCHOOL DISTRICT. PARK FACILITIES WILL ADDRESS THE FUNCTIONAL MANAGEMENT POLICIES OF THE DISTRICT WHILE MEETING THE DEMOGRAPHIC EXPECTATIONS OF THE FUTURE COPPER FALLS POPULATION AND REMAINING ACCESSIBLE TO THE COMMUNITY RESIDENTS.

NORTH NO SCALE

DATE: 10.08.2018

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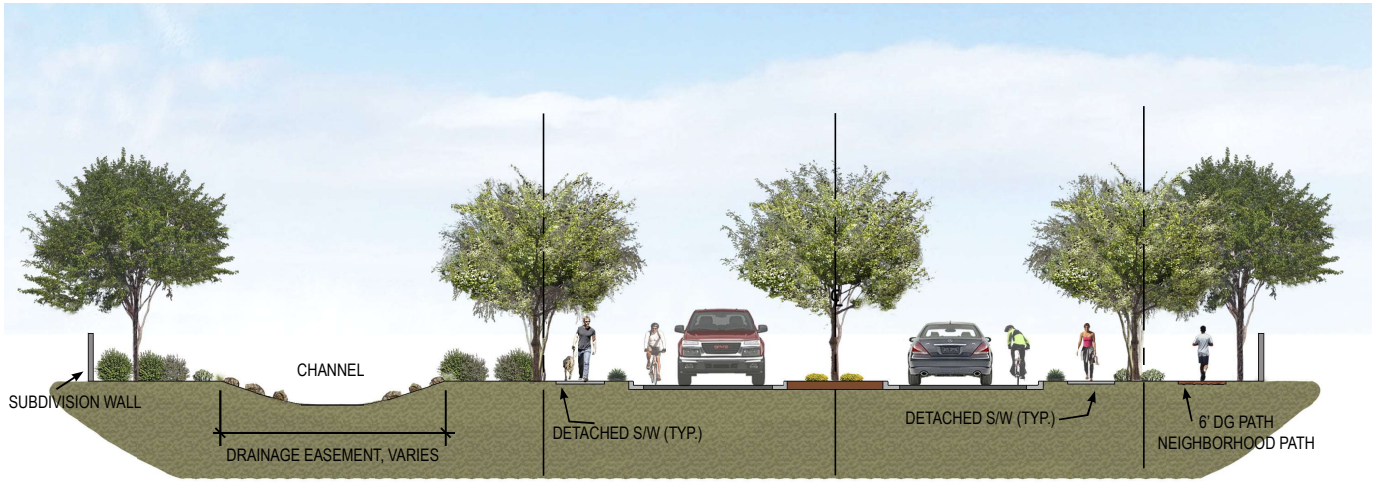
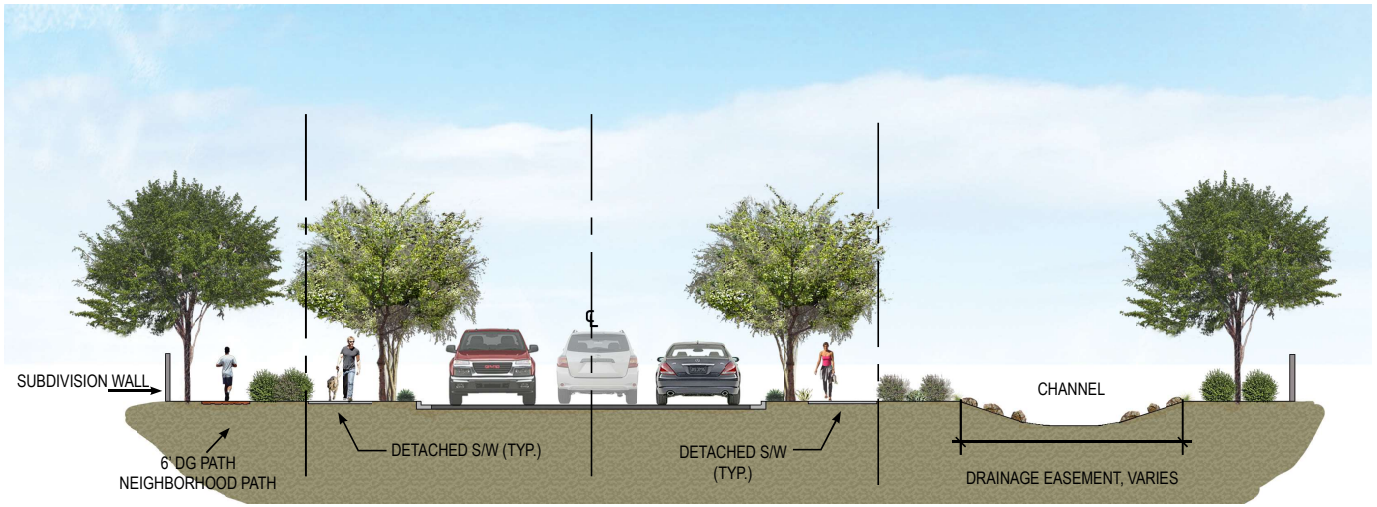


COPPER FALLS DRIVE AT MILLER ROAD (LOOKING WEST)



253RD AVE ADJACENT TO SCHOOL (LOOKING NORTH)

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 12

PEDESTRIAN PATH SECTIONS

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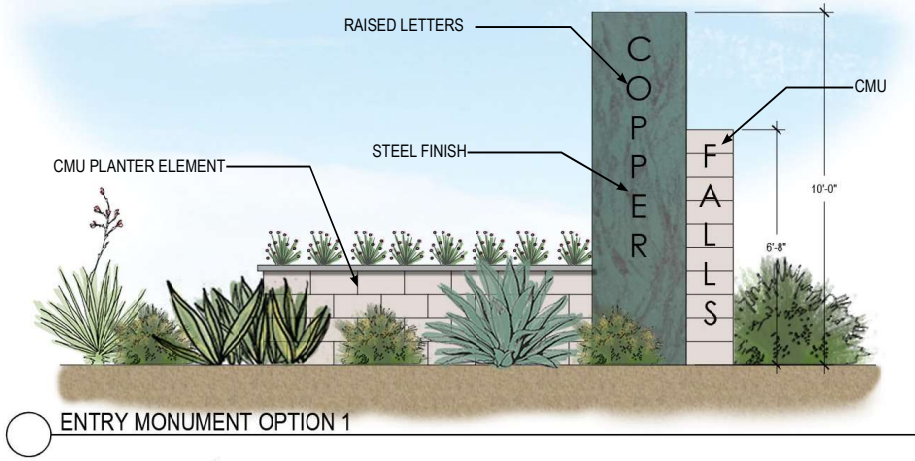

ENTRY MONUMENT OPTION 1

ENTRY MONUMENT OPTION 2

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 13

ENTRY MONUMENT SIGN CONCEPTS

NOTE: MONUMENT SIGN CONCEPT SHOWN ARE PROVIDED TO DEPICT CHARACTER AND ARCHITECTURAL STYLE INTENDED TO GUIDE THE COMMUNITY THEMING. FORMAL MONUMENT DESIGNS SHALL BE PROVIDED AT TIME OF PRELIMINARY PLAT.

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DATE: 10.08.2018

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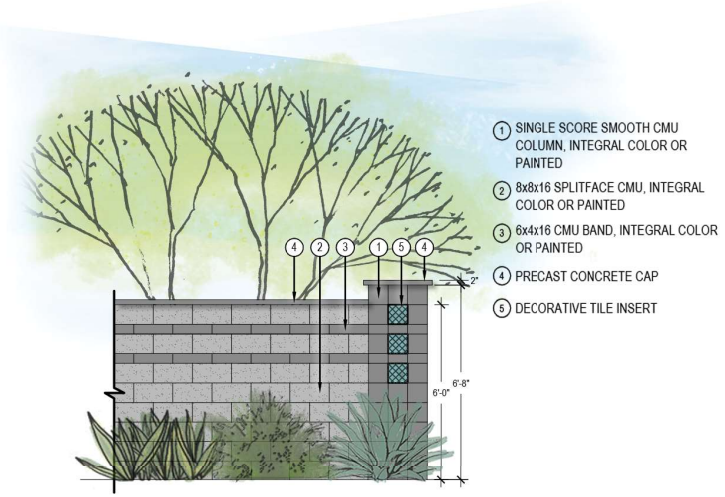
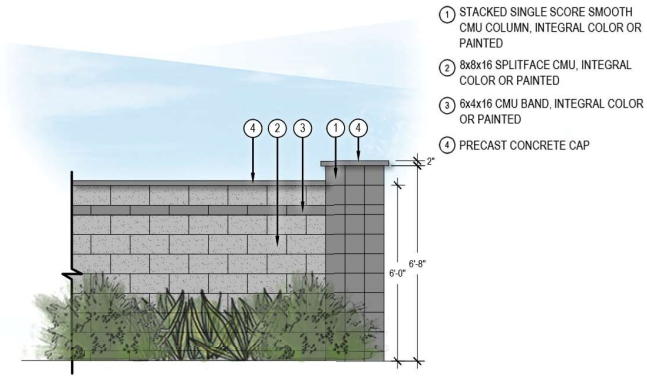
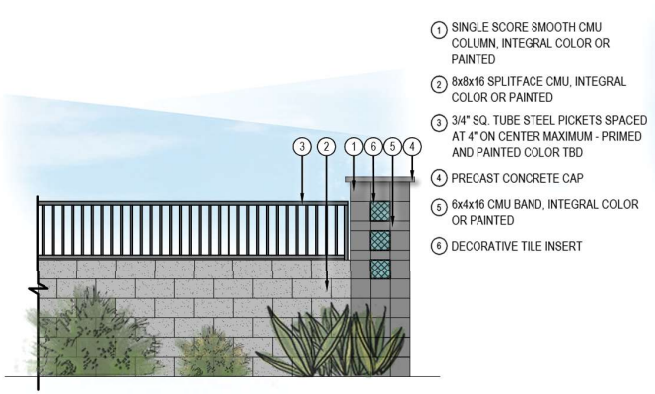


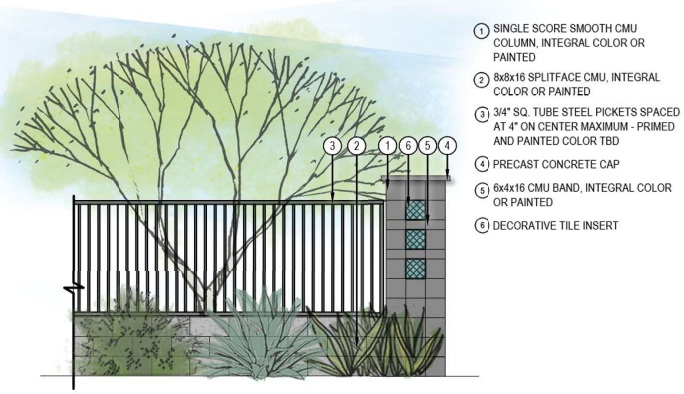
THEME WALL



SECONDARY THEME WALL



2' VIEW FENCE



VIEW FENCE

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 14

THEME WALL CONCEPTS

NOTE: THEME WALL CONCEPT SHOWN ARE PROVIDED TO DEPICT CHARACTER AND ARCHITECTURAL STYLE INTENDED TO GUIDE THE COMMUNITY THEMING. FORMAL THEME WALL DESIGNS SHALL BE PROVIDED AT TIME OF PRELIMINARY PLAT.

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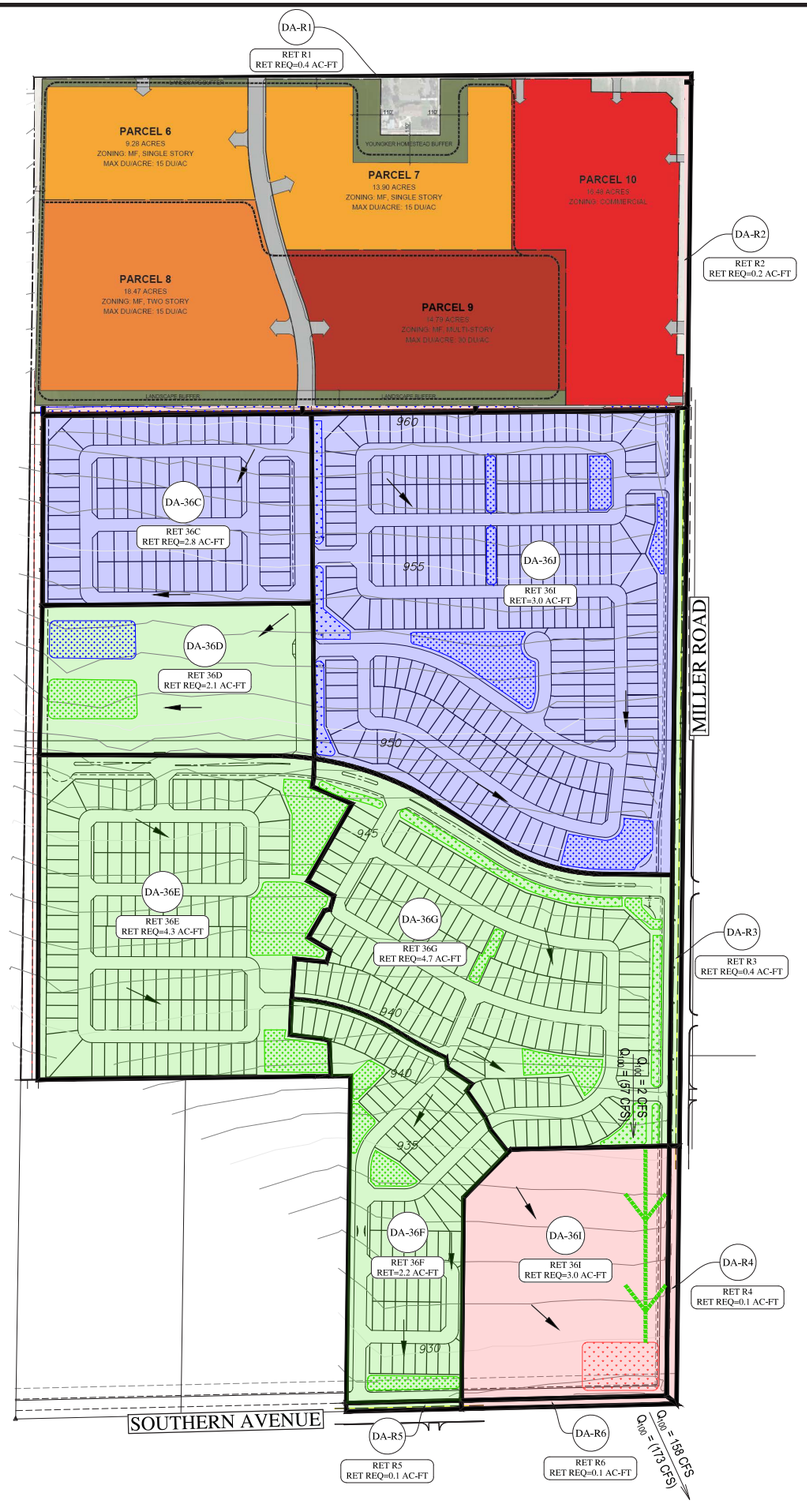

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 15

MASTER DRAINAGE PLAN
POST DEVELOPMENT
CONDITION

LEGEND:

LEGEND

- FLOW ARROW
- DA-1 — DRAINAGE AREA LABEL
- Q_{100} = 95 CFS — PROPOSED 100-YR 6-HR PEAK FLOW
- Q_{100} = (95 CFS) — EXISTING 100-YR 6-HR PEAK FLOW
- DRAINAGE AREAS
- 930 — EXISTING CONTOURS
- RET 36 RET=4.0 AC-FT — 100-YR 2-HR RETENTION REQUIRED
- PHASE 1 PROPOSED RETENTION BASIN
- PHASE 2 PROPOSED RETENTION BASIN
- PROPOSED DRAINAGE CHANNEL
- PHASE 1
- PHASE 2

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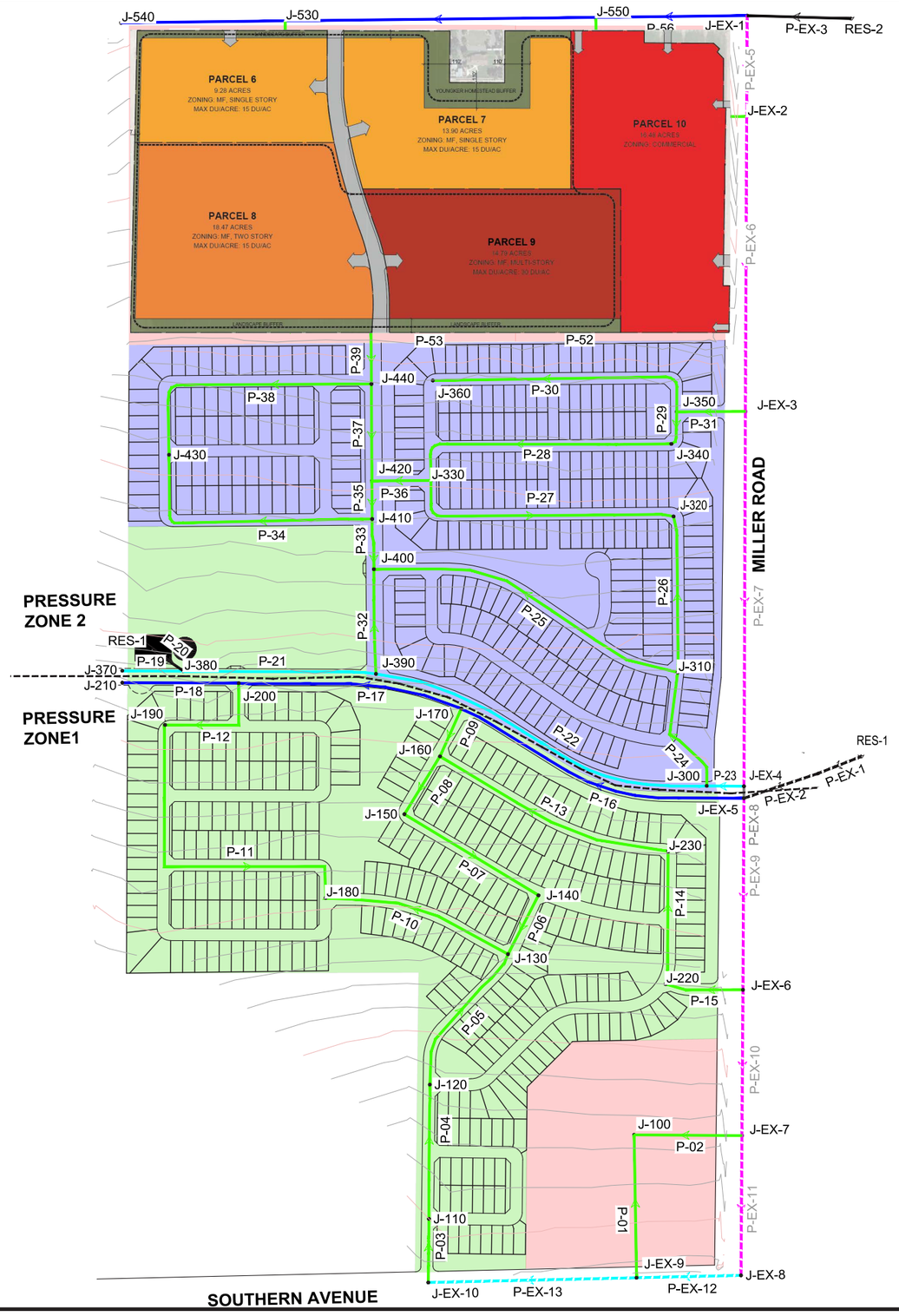

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 16A

MASTER WATER PLAN
FULL BUILD OUT CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED
8-INCHES		
10-INCHES		
12-INCHES		
16-INCHES		
18-INCHES		
24-INCHES		

●	JUNCTION NODE
▽	WATER SOURCE
P-XXX	PROPOSED PIPE
P-EX-XXX	EXISTING PIPE
J-XXX	JUNCTION NODE (PROPOSED)
J-EX-XXX	JUNCTION NODE (EXISTING)
	PRESSURE ZONE BOUNDARY

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1 — PHASE 1
PHASE 2 — PHASE 2
PHASE 3 — PHASE 3

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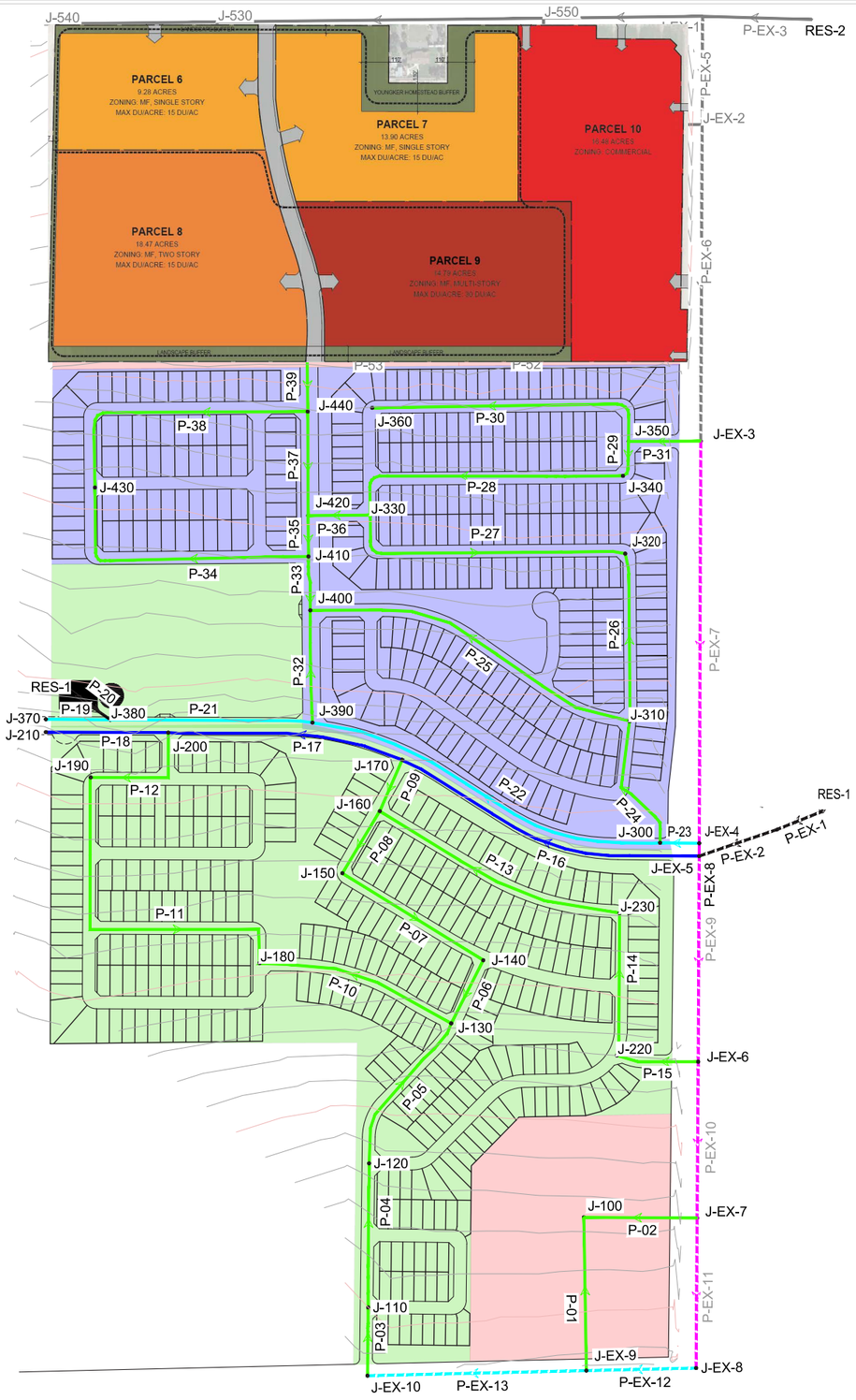

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 16B

MASTER WATER PLAN
INTERIM CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED
8-INCHES		
10-INCHES		
12-INCHES		
16-INCHES		
18-INCHES		
24-INCHES		

•	JUNCTION NODE
	WATER SOURCE
P-XXX	PROPOSED PIPE
P-EX-XXX	EXISTING PIPE
J-XXX	JUNCTION NODE (PROPOSED)
J-EX-XXX	JUNCTION NODE (EXISTING)

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1 — PHASE 1

PHASE 2 — PHASE 2

NORTH NO SCALE

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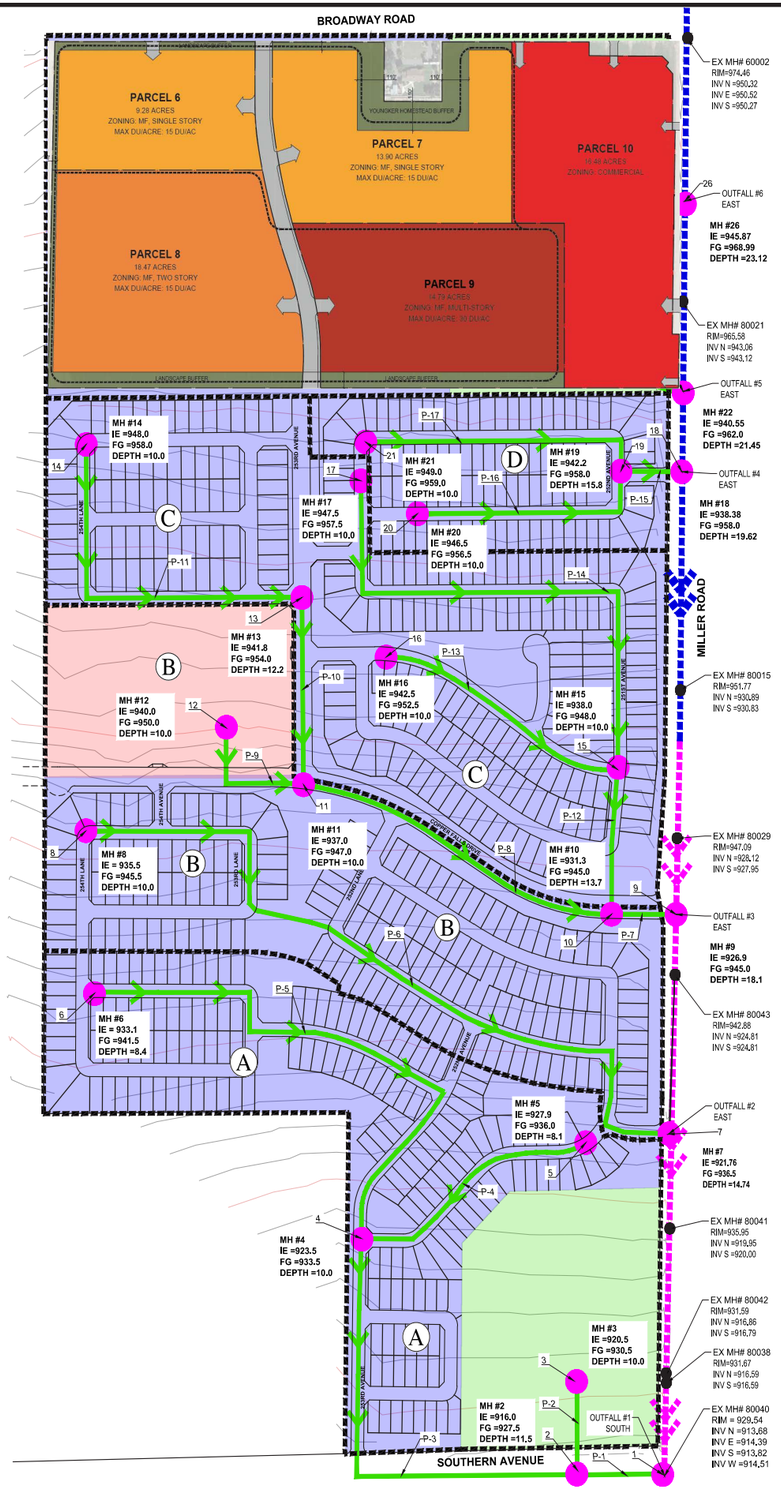

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 17A

MASTER
WASTEWATER PLAN
FULL BUILD OUT

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED
8-INCHES		
10-INCHES		
12-INCHES		
15-INCHES		
18-INCHES		
21-INCHES		

- (A) SEWER BASIN LABEL
- JUNCTION NODE
- SEWER BASIN BORDER
- PARCEL BORDER
- FG ANTICIPATED FINISHED GRADE
- IE INVERT ELEVATION

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

LAND USE

- OFFICE/ COMMERCIAL
- NEIGHBORHOOD RESIDENTIAL
- SCHOOL SITE

NORTH NO SCALE

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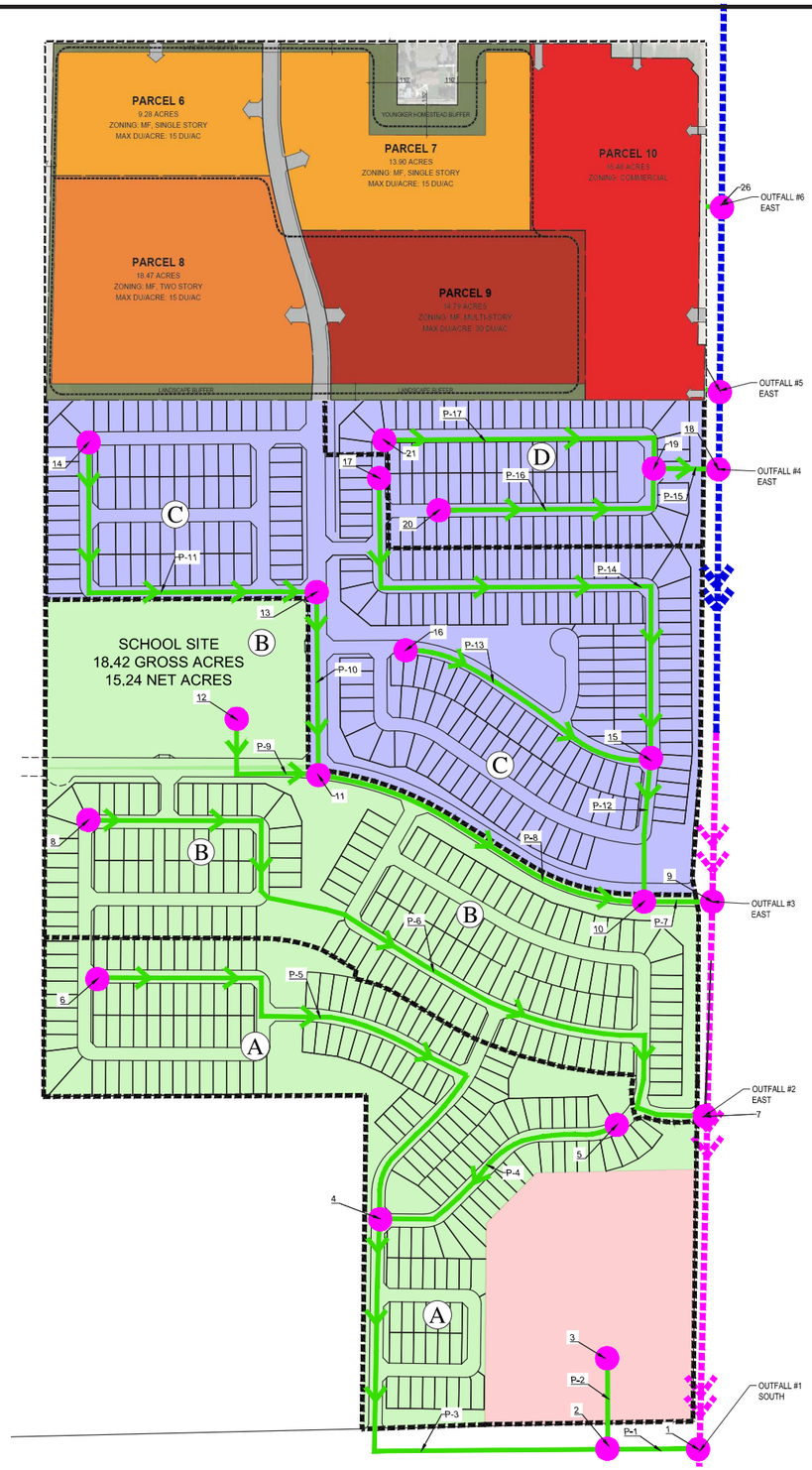

COPPER FALLS

2018 COMMUNITY MASTER PLAN

EXHIBIT: 17B

MASTER
WASTEWATER PLAN
INTERIM CONDITION

LEGEND:

PIPE DIAMETER	EXISTING	PLANNED
8-INCHES		
10-INCHES		
12-INCHES		
15-INCHES		
18-INCHES		
21-INCHES		

A	SEWER BASIN LABEL
	JUNCTION NODE
	SEWER BASIN BORDER
	PARCEL BORDER
FG	ANTICIPATED FINISHED GRADE
INV	INVERT ELEVATION

1. INFRASTRUCTURE SIZES AND LOCATIONS ARE CONCEPTUAL AND SUBJECT TO CHANGE.

PHASE 1	PHASE 1
PHASE 2	PHASE 2

NORTH NO SCALE

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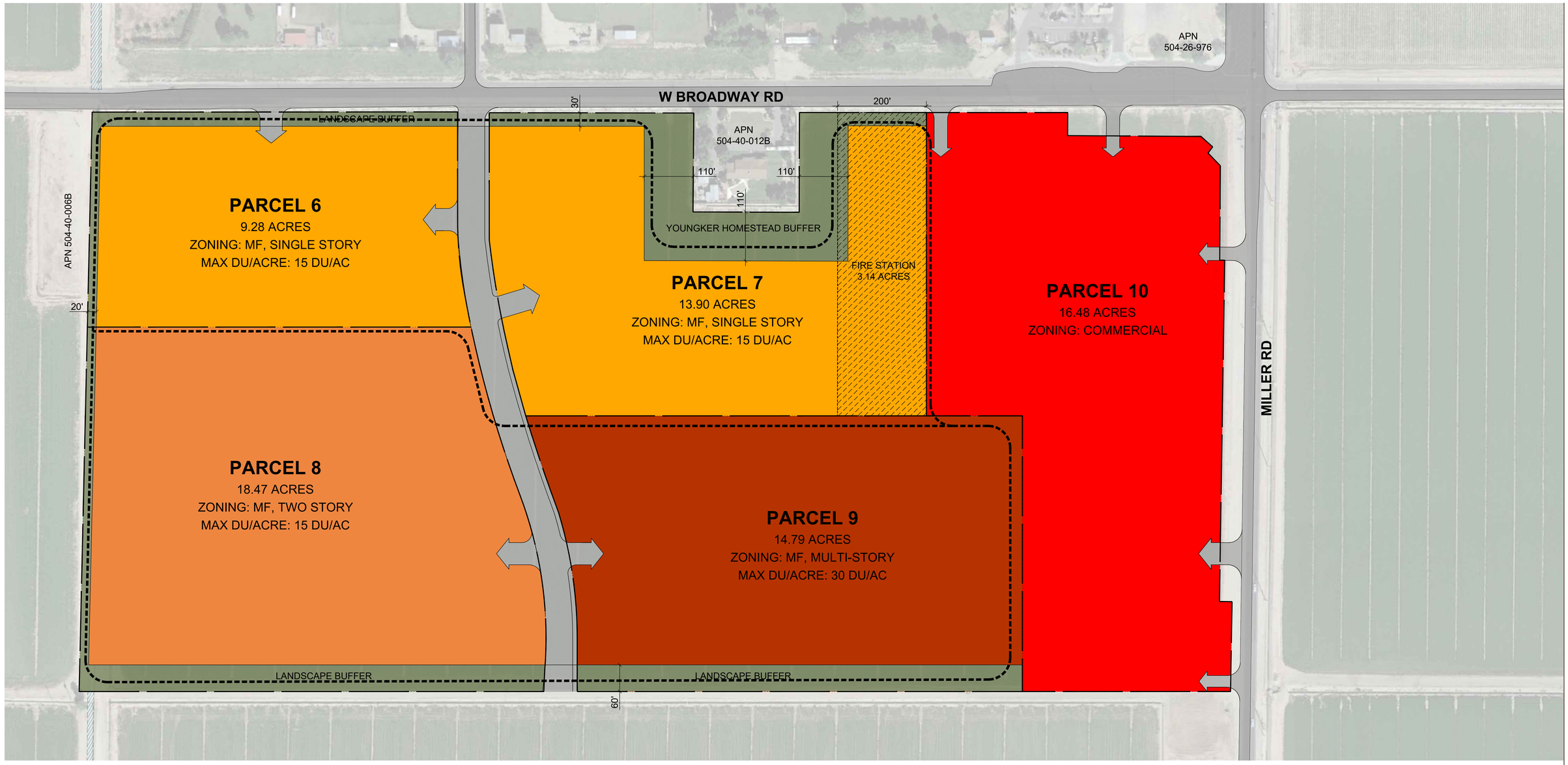


DEVELOPMENT STANDARDS:	PARCEL 6,7
ZONING:	MF, SINGLE STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	SINGLE STORY & 24' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	30 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	30 FT
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 8
ZONING:	MF, TWO STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	TWO STORY & 34' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 9
ZONING:	MF, MULTI-STORY
MAX. DU/AC.:	30 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	40' HT (60'-100' FRM SINGLE FAMIY HOME) 50' HT (MORE THAN 110' FRM SINGLE FAMIY HOME)
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 10
ZONING:	COMMERCIAL
MAX. F.A.R.:	N/A
MAX COVERAGE:	60%
MAX. HEIGHT:	50 FT
BUILDING SETBACKS:	
FRONT:	10 FT
SIDE:	10 FT
REAR:	0 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
SIDE:	5 FT
REAR:	5 FT
LANDSCAPE REQ.:	15%
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT

DEVELOPMENT STANDARDS: FIRE STATION OPTION	
ZONING:	MF, SINGLE STORY
BUILDING SETBACKS:	
FRONT:	50 FT
WEST SIDE:	50 FT
EAST SIDE:	0FT
REAR:	50 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
WEST SIDE:	5 FT
EAST SIDE:	0 FT
REAR:	5 FT
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

**NOTE: IF FIRE STATION SHOULD NOT OCCUR, USE PARCEL 6 & 7 DEVELOPMENT STANDARDS

LEGEND

- MASTER PLANNED COMMUNITY - MF, MULTI-STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, SINGLE STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, TWO STORY (MPC)
- BUSINESS COMMERCE (BC)
- FIRE STATION OPTION
- OPEN SPACE (OS)
- NATURE LOOP TRAIL

1" =90'

0 45 90 180 450

NORTH

scheme: 10

Conceptual Site Plan

25111 Broadway Rd
Buckeye, AZ 85326

WARE MALCOMB

PHX22-0088-00
05.26.2023

SHEET
1

Exhibit F

COPPER FALLS

Citizen Participation Plan and Report

Major Amendment to Copper Falls Community Master Plan

Application Case #: PLZZ-22-00108
First Submittal: November 23, 2022
Final Submittal: October 31, 2023

Applicant/Representative:

TB TIFFANY & BOSCO P.A.

William E. Lally
2525 E. Camelback Road
Phoenix, AZ 85016

Project Description

The Applicant desires to amend the Copper Falls Community Master Plan (the "CMP") to develop approximately 72.29 acres (gross) of the CMP generally located at the southwest corner of Broadway Road and Miller Road. The Property is surrounded by mostly large vacant properties that are currently used for agricultural uses, a developing single-family subdivision within Copper Falls to the south and an existing large lot single-family subdivision to the north across Broadway Road (Northwood Park Estates). The property is identified by Maricopa County Assessor parcel numbers 504-40-012K (the "Property").

The approval of this application will alter the land use designations on the Property to several different types of multi-family uses and an expanded commercial land use designation within the CMP.

Which residents of the City, adjacent property owners, interested parties who have submitted a request to the City to be notified of any rezoning pursuant to ARS 9-462.02, adjacent political jurisdictions, and public agencies with jurisdiction over the property may be affected by the application.

At least 15 days prior to the neighborhood meeting and again at least 15 days prior to the Planning & Zoning Commission public hearing, individual letters will be sent to all Property owners within 500' of the Property and interested parties / stakeholders in the surrounding area of the 72 acres subject to this entitlement request. The letter will adhere to all City of Buckeye notification requirements and will adequately notify the surrounding property owners of the proposal.

How those interested in and potentially affected by an applicant will be notified that an application has been made.

In accordance with Section 8.2.6 of the 2010 Development Code, we will provide notice using the following procedures which will specify (1) the date, time, and place of the neighborhood meeting/public hearing, (2) describe the Property with the street address, legal description, or general description and nearest cross streets, (3) the nature, scope, and purpose of the proposed action, (4) indicate that the interested parties may appear at the hearing and speak on the matter, and (5) indicate where additional information on the matter may be obtained.

Mailed Notice

In accordance with Section 8.2.6 and Table 8.2-1 of the 2010 Development Code, we will mail individual letters via first class mail to all property owners within 500' of the Property at least 15 days prior to the scheduled date of the neighborhood meeting and public hearings. Interested parties and stakeholders in the surrounding area of the 72 acres subject to this entitlement request will also be

notified. The letter will adhere to all City of Buckeye notification requirements and will adequately notify the surrounding property owners of the proposal. The City will also provide notice in accordance with ARS 9-462.04. We will provide the Development Services Department with an Affidavit of Mailing certifying that all required notices were timely mailed.

Neighborhood Meeting

We will hold a neighborhood meeting and provide mailed notice of the meeting in the same manner as described above. We will notify the Development Services Department in writing of the meeting date, time, and location no less than 15 days prior to the scheduled date of the meeting. We will provide an affidavit certifying that the procedures for notification were completed. We will prepare and deliver a written summary of the neighborhood meeting to Development Services Department within 30 days of the date of the meeting which will include the date, time, location of the meeting, a copy of the sign in sheet, and a summary description of how we addressed or propose to address the issues, concerns, and objections identified during the meeting.

Published Notice

We will publish notice in a newspaper of general circulation at least 15, but no more than 45 days before the scheduled hearing date. We will provide the Development Services Department with an Affidavit of Publication.

Posted Notice

We will post at least two signs on the Property in a prominent place, clearly visible from a major arterial street (Broadway Road and Miller Road) which will remain on the Property for a period of at least 15 days prior to the neighborhood meeting. We will post the signs on the Property once the location of the signs are determined and approved by City Staff. We will maintain the sign in good condition and, when hearing dates are identified but at least 15 days prior to the first public hearing, update the signs to include the date, time, and location of future P&Z and Council meeting. The signs will be removed within 10 days after the public hearing.

How those interested and potentially affected parties will be informed of the substance of the change, amendment or development proposed by the application.

We will respond to all input and comments as they are received. Our responses will be provided to City Staff for their records. Our office will follow-up with interested individuals and City Staff as necessary to ensure their concerns are heard and all relevant procedures are followed. Further, we will ensure all necessary information is shared continuously

regarding the status of the request. The City will be provided with copies of our correspondence, letters, and information shared with stakeholders. In addition, maps and lists of the notified stakeholders and property owners will be included in our final Citizen Participation Results Report.

The applicant's schedule for the completion of the citizen participation plan.

Mailed notices, published notices, and posted notices will all be completed at least 15 days prior to neighborhood meeting and public hearing and the proper affidavits will be provided to the City. Additionally, the Property will be posted once the posting locations are determined by City Staff.

If requested, will we meet with any interested individual or stakeholder after the notification letters have been sent and the Property has been properly posted. At least 21 days prior to the Planning & Zoning Commission public hearing we will provide City Staff with a completed Citizen Participation Results Report which will include the details and techniques used to involve the public and provide a summary of concerns, issues, and resolutions to these issues. Our public outreach will be continuous and will occur throughout the rezoning process.

How the applicant will keep the Planning Department informed on the status of their citizen participation efforts.

We will provide the Development Services Departments with a written affidavit regarding the procedures and timing for mailing and publishing. We will also provide an affidavit with the contents of the neighborhood meeting.

The final Citizen Participation Results Report will be completed at least 15 days prior to the Planning Commission hearing date and will include the following:

(i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;
(ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;
(iii) Where residents property owners, and interested parties receiving notices, newsletters or other written material are located; and
(iv) The number of people that participated in the process
(v) A summary of concerns, issues and problems expressed during the process, including:
    a. The substance of the concerns, issues, and problems
    b. How we addressed or will address the concerns expressed during the process; and

c. Concerns, issues and problems the applicant is unwilling or unable to address and why.

We will update Development Services via email of all-important issues that may arise during our public outreach. If additional public outreach occurs after the submittal of the Citizen Participation Results Report, we will provide updates to inform Development Services and City Council.

Citizen Participation Report

The following outreach has occurred over the course of one (1) plus years of planning this property. Initially, we met with the property owner directly adjacent to the 72+ acres (south side of Broadway) on Maricopa County Assessor's Office parcel # 504-40-012B. These meetings were on going with many plan iterations discussed. After many meetings with this property owner, a proposed land plan was devised for a late Fall 2022 major CMP amendment submittal.

(i) Dates and locations of all meetings where citizens were invited to discuss the applicant's proposal;

We held our open house on Wednesday, February 15th, 2023 at 6:00 pm at the Bales Elementary School Gymnasium 25400 W. Maricopa Rd., Buckeye, AZ 85326

(ii) Content, dates mailed, and numbers of mailings including letters, meeting notices, newsletters and other publications;

A notification letter was mailed to all property owners within 1,000' of the Property in addition to all of the residents located within the Northwood Park Estates subdivision to the north of Broadway Road. Although 500 feet notice is required, we exceeded this distance to ensure all of the residents of Northwood Park Estates were notified. A copy of the Affidavit of Notification including the notification letter is attached hereto as ***Exhibit A***. Refer to ***Exhibit B*** for the map of the properties notified. Refer to ***Exhibit C*** for the list of those property owners notified.

(iii) Where residents property owners, and interested parties receiving notices, newsletters or other written material are located; and

See Affidavit of Notification attached hereto as **Exhibit A**.

(iv) The number of people that participated in the process;

13 residents participated in the neighborhood meeting on Wednesday, February 22, 2023 at 6:00 pm at the Bales Elementary School, although only a few actually signed in. Refer to ***Exhibit D*** for the sign-in sheet from the open house.

(v) A summary of concerns, issues and problems expressed during the process, including:

a. The main concerns, issues and problems expressed by residents during the 2/15/2023 meeting include:
    i. a higher density next to single-family homes;
    ii. increase in traffic generated;
    iii. police and fire infrastructure and response times;
    iv. school capacity for new residents;
    v. concerns of neighborhood degenerating and character of the neighborhood changing;
    vi. crime rate increases from multi-family;
    vii. lack of housing demand for existing single-family developments;
    viii. sufficiency of water and sewer services.

b. How we addressed or will address the concerns expressed during the process;

The Applicant will address the following issues as follows:

i. a higher density next to single-family homes;
The project will be separated from the low-density single-family homes to the north by Broadway Road, a major arterial that will span six lanes plus a median/turning lane. An additional thirty (30) foot landscape buffer is proposed along the entire south side of Broadway Road adjacent to any multi-family land use designation. In addition, Parcels 6 and 7 will be restricted to a single-story product, thereby, maintaining an appearance of single story single-family housing. The updated Land Use Plan also includes a 60' buffer to the single-family homes to the south.

ii. increase in traffic generated;
The applicant will conduct a full traffic report prior to design to ensure traffic is minimized as much as possible. Miller Road, another major arterial, is currently being expanded to 6 +1 lanes, minimizing traffic significantly. It is the convergence of two major arterials that makes a higher density use appealing for this parcel. Placing multi-family land uses along arterials is sound planning from a traffic generation and capacity standpoint. These two major arterials are planned to carry the highest volumes of traffic through the City by their designation and future design. This project will significantly improve both roadways when they are developed.

iii. police and fire infrastructure and response times;

As mentioned above, the construction of water and street infrastructure in the area will assist in emergency response times. Throughout the CMP amendment process, we have worked with stakeholders to address the City's emergency response times and potential for a fire station location. In discussions with the City's staff and Fire Chief, a location for a potential fire station site has been added to the land use plan.

iv. school capacity for new residents;
A dedication for a new school is included in the southern section of the Copper Falls CMP and will address the increase in students. Applicant obtained a Certificate of Adequate School Facilities from Buckeye Elementary and Buckeye Union High School Districts.

v. concerns of neighborhood degenerating and character of the neighborhood changing;
We believe our modified (many times) plans create a sound land use plan that provides for a mixture of single-story, two-story and multi-story multi-family residential housing options connected by pedestrian paths and adjacent to future commercial development. The Miller and Broadway Road intersection has an existing commercial use on the northwest corner, a planned super market commercial development on the southeast corner and future commercial and multi-family on the northeast corner. The character of this area is somewhat changing with strong single-family residential neighborhoods transitioning to multi-family and commercial developments along the major arterials. These neighborhoods will provide for all types of living arrangements to create a vibrant, active multi-family and commercial core at the intersection with surrounding single-family developments.

vi. crime rate increases from multi-family;
Applicant has not been presented with any evidence that multi-family residential uses increase crime rates. The City will determine coverages for police and fire based on the development proposals. In fact, with the potential for a fire safety facility as part of this development, the proposal seems to better the overall safety of the area.

vii. lack of housing demand for existing single-family developments;

The proposal provides for alternatives to the thousands of single-family subdivisions within 1-2 miles of the Property. The proposal responds to the Buckeye City Council's housing shortage proclamation.

viii. sufficiency of water and sewer services.
The Applicant will comply with all development guidelines set out by the Arizona Department of Water Resources, Arizona Department of Environmental Quality, Maricopa Association of Governments, City of Buckeye Water Services, and any other governing body to ensure water and sewer services are provided.

c. *Concerns, issues and problems the applicant is unwilling or unable to address and why.*

Applicant believe that a majority of the revised development plan addresses the concerns discussed at the neighborhood open house. The only issue not addressed is maintaining the single-family land plan previously approved within the CMP for the amendment area. In addition, we met with and worked with the Northwood Park Estates homeowners association ("HOA") president on potentially providing a concrete masonry wall along the south side of their subdivision, north side of Broadway Road. In understanding the HOA president's concerns with the future lighting and noise in the area, we felt that this was more associated with the build out of the major arterial roadway for Broadway than our development proposal. With the significant cost of such a long wall (over 2,000 feet) and the distance from our proposed single-story residential units, we decided not to build a wall north of Broadway Road. We will continue to work with neighbors and City Staff to create an application that enhances the area and furthers the goals of the City.

Public Hearing Notification

In preparation of the public hearing schedule, the following required notifications were conducted:

- A legal advertisement in the Arizona Republic was posted on October 28, 2023. Refer to ***Exhibit E*** for the legal ad and affidavit.
- The site was posted on both Broadway Road and Miller Road. Please refer to ***Exhibit F*** for the site postings and affidavit.

- Public hearing notification letters were sent to property owners within 1,000 feet (500 feet is required). Refer to ***Exhibit G*** for the letter, list of property owners and map, along with the affidavit.

Report Conclusion

We have methodically worked with many stakeholders in this area to create a land use proposal that reacts to several different real estate market factors, community interests and commercial success. We will continue to respond to any input we receive after this report is submitted to the City.

EXHIBIT A

Affidavit of Mailing Notice

Case Number:	PLZZ-22-00108
Project Name:	Copper Falls III
Applicant Name:	Kurt A. Jones
Location:	Southwest corner of Broadway Road and Miller Road

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 1000 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing.

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 31st day of January, 2023, by:

Sienna Myers
Notary Public

My Commission Expires:

April 5, 2023

SIENNA MYERS
Notary Public - State of Arizona
MARICOPA COUNTY
Commission # 559898
Expires April 5, 2023

TIFFANY & BOSCO P.A.

January 31st, 2023

RE: PLZZ-22-00025 – Major Amendment to Copper Falls Community Master Plan – Southwest corner of W. Broadway Road and Miller Road

Dear Neighbor:

We represent GM Gabrych Family LP and their proposal to amend approximately 72.29 acres of the Copper Falls Community Master Plan ("Copper Falls CMP"). Please refer to the attached **Context Aerial.** The amendment area will be located at the southwest corner of W. Broadway Road and Miller Road. Please refer to the attached **2022 CMP Amendment Area Map**. The property is identified by Maricopa County Parcel Number 504-40-012K (the "Property"). The Property is currently located within the City of Buckeye and is zoned PC (Planned Community) for the Copper Falls CMP.

This proposal is to amend parcels 6-10 in the existing Copper Falls CMP thereby reconfiguring the community to better utilize the space for residents, businesses, and open spaces (see attached **2022 CMP Amendment Area Map**). The Copper Falls CMP was originally created in 2005, and the southern portion was recently amended and approved by the City of Buckeye City Council in 2019. The parcels in this proposal were not considered in the 2019 CMP Amendment. In this request, Parcels 6 & 7 are proposed as single-story multi-family (MF-2) with up to 16 dwelling units per acre, parcels 8 & 9 are proposed as multi-family (MF-2) with up to 30 dwelling units per acre, and parcel 10 is designated as commercial (C-2). This Master Plan Amendment will provide additional housing types to meet the City's housing shortage and to also support the City's growing economic development and employment uses in the nearby area. A Neighborhood Meeting will be held at the time and place indicated below. Public hearing dates are not yet determined, and an additional notice will be mailed upon confirmation of those dates:

NEIGHBORHOOD MEETING
Date: Wednesday, February 15th, 2023
Time: 6:00 P.M.
Location: Bales Elementary School Gymnasium, 25400 W. Maricopa Road, Buckeye, AZ 85326

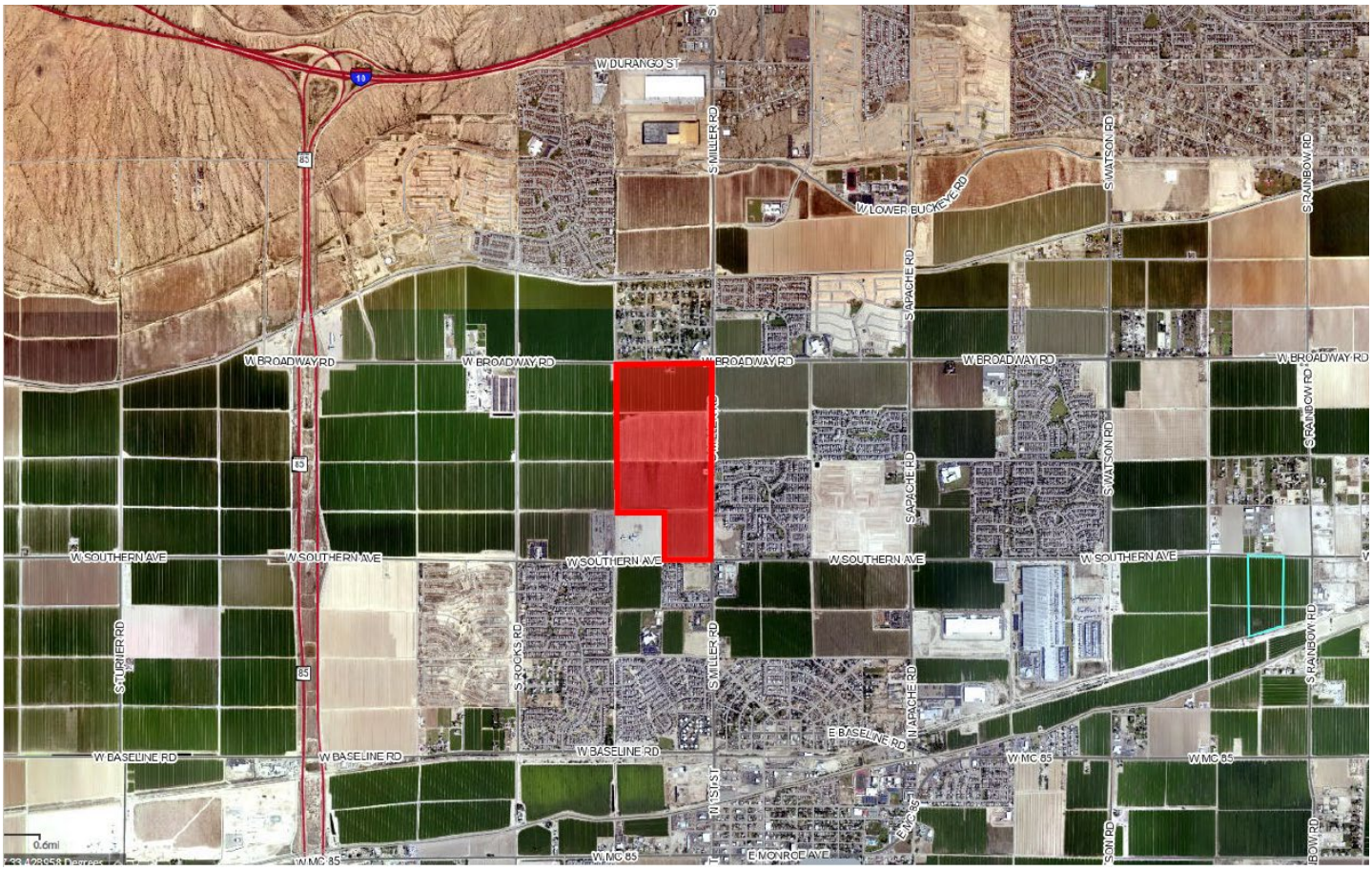
If you wish to provide input on this matter, you may attend the Neighborhood Meeting or subsequent Planning and Zoning Commission or City Council hearings. Alternatively, you can provide input, comments or questions directly to Sean Doyle at Tiffany & Bosco at sjd@tblaw.com or 602.452.2742. You may also contact City of Buckeye at planningandzoning@buckeyeaz.gov or the Planner, Randy Proch, at rproch@buckeyeaz.gov with subject "PLZZ-22-00025 – SWC of W. Broadway Road and Miller Road".

Sincerely,

Kurt Jones, AICP

TIFFANY & BOSCO P.A.

Context Aerial of Copper Falls CMP

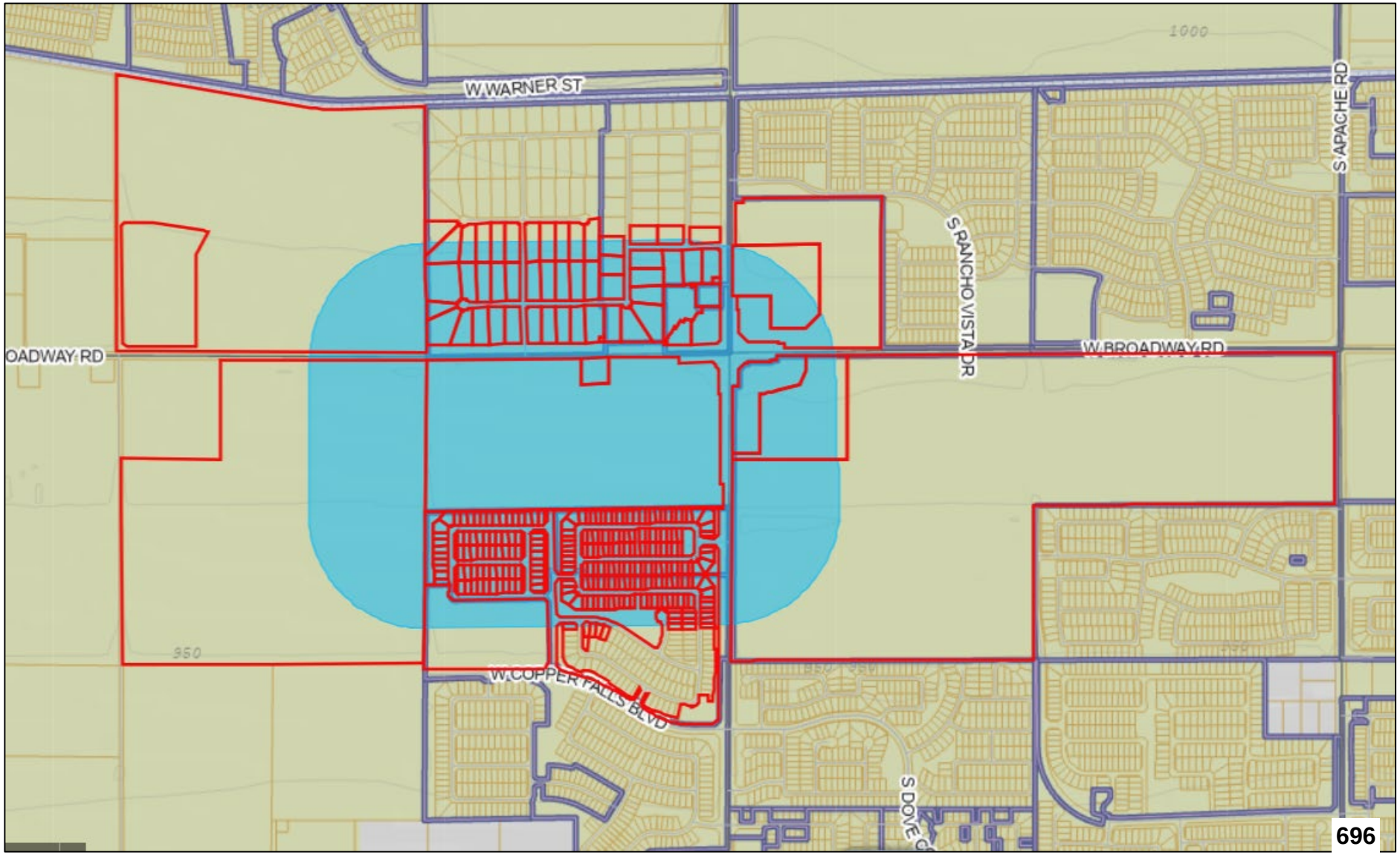


TIFFANY & BOSCO P.A.

CMP Amendment Area Map

EXHIBIT B

1,000 Feet Public Hearing Notice



Click to start drawing
W WARNER ST
W RANCHO VISTA D
S MILLER RD
W BROADWAY RD
504-26-672
504-26-591
504-26-009A
504-24-391
504-24-005T
504-24-005R
504-40-004H
504-40-012K
504-40-006B

EXHIBIT C

500'
and
Subdivison to North

	Parcel Number	Owner	Mailing Address
1	504-24-005T	FOUR CORNERS LLC/BOYC LLC	20701 N SCOTTSDALE RD #107-622 SCOTTSDALE AZ USA 85255
2	504-26-009A	TYSON FAMILY AND FRIENDS LLC	5080 N 40TH ST STE 405 PHOENIX AZ USA 85018
3	504-26-015G	SANTA RITA HOLDINGS LLC	PO BOX 9167 SPRINGFIELD MO USA 65801
4	504-26-017	ESCOTO GIANCARLO FERNANDO ANDURAY/ANDURAY MARICELA	3865 S TURQUOISE DR BUCKEYE AZ USA 85326
5	504-26-018	TIFFANY HUDSON GROUND REVOCABLE TRUST	3907 S TURQUOISE DR BUCKEYE AZ USA 85326
6	504-26-019	MONK CHRISTOPHER M	3949 S TURQUOISE DR BUCKEYE AZ USA 85326
7	504-26-020	FRANKS DALE LYNN/REDD J	3971 S TURQUOISE DR BUCKEYE AZ USA 85326
8	504-26-021	RODRIGUEZ MIGUEL ANGEL/MAURICIO ESMERALDA	4013 S TURQUOISE DR BUCKEYE AZ USA 85326
9	504-26-022	STARLING MISTY L	4045 S TURQUOISE DR BUCKEYE AZ USA 85326
10	504-26-023	HALL ROBERT J/CHRISTOPHER-HALL DONNA L	4087 S TURQUOISE DR BUCKEYE AZ USA 85326
11	504-26-024	COX EMILY/JOSEPH	4090 S TURQUOISE DR BUCKEYE AZ USA 85326
12	504-26-025	PEDROZA HERACLIO/CARLOS GRACIELA	4038 S TURQUOISE DR BUCKEYE AZ USA 85326
13	504-26-026	HARRISON DOUG S/KRISTINA MARIE	5000 PLANO PKWY CARROLLTON TX USA 75010
14	504-26-027	EDDY MICHAEL A/LAUREN	3964 S TURQUOISE DR BUCKEYE AZ USA 85326
15	504-26-028	WRIGHT ROBERT	3920 S TURQUOISE DR BUCKEYE AZ USA 85326
16	504-26-029	DOWNEY DUANE/SANDRA	3868 S TURQUOISE DR BUCKEYE AZ USA 85326
17	504-26-030	COSTELLO BSB LIVING TRUST/COSTELLO ROBERT T	3869 S EMERALD DR BUCKEYE AZ USA 85326
18	504-26-031	DOMBERGER GEORGE	5714 N 20TH PL PHOENIX AZ USA 85016
19	504-26-032	BERG DALE L/STACY L	3963 S EMERALD DR BUCKEYE AZ USA 85326
20	504-26-033	GASTELUM LUIS F/CYNTHIA T	3985 S EMERALD DR BUCKEYE AZ USA 85326
21	504-26-034	FILBERT DONN KEVIN	4037 S EMERALD DR BUCKEYE AZ USA 85326
22	504-26-035	BOYD CHEYANNE NICOLE/DANIEL WLLIAM	4089 S EMERALD DR BUCKEYE AZ USA 85326
23	504-26-036	KERR CLAYTON G/JOSETTE	PO BOX 1273 BUCKEYE AZ USA 85326
24	504-26-037	KENNEDY TIMMY G	25153 W WOOD ST BUCKEYE AZ USA 85326
25	504-26-038	WAGNER DAVID	25185 W WOOD ST BUCKEYE AZ USA 85326
26	504-26-039	GILBERT LARRY L/MARGARET E	4139 S EMERALD DR BUCKEYE AZ USA 85326
27	504-26-040	SAMORA SARAH B/TONY J	4201 S EMERALD DR BUCKEYE AZ USA 85326
28	504-26-041	TRACY L KNOWLES LIVING TRUST	4253 S EMERALD DR BUCKEYE AZ USA 85326
29	504-26-042	SMITH CHARLES B/JENNIFER K	4275 S EMERALD DR BUCKEYE AZ USA 85326
30	504-26-043	CHAVEZ GEORGE VALENZUELA/TERRY ANN A	25237 W PUEBLO AVE BUCKEYE AZ USA 85326
31	504-26-044	ORNELAS-HERNANDEZ LUIS/EMMETT FAITH	4913 W NOVAK WAY LAVEEN AZ USA 85339
32	504-26-045	JKLA PROPERTIES LLC	PO BOX 156 OKOBOJI IA USA 51355
33	504-26-046	BASALDUA EVERARDO G/KATHY A	41525 S EMERALD DR BUCKEYE AZ USA 85326
34	504-26-047	LEVIN FAMILY 2017 REVOCABLE TRUST	4098 S EMERALD DR BUCKEYE AZ USA 85326
35	504-26-048	GARZA ROBERT A	4056 S EMERALD DR BUCKEYE AZ USA 85326
36	504-26-049	VAJDA FAMILY TRUST/SEBES AMY L/VAJDA THOMAS L	6728 N CENTRAL AVE PHOENIX AZ USA 85012
37	504-26-050	STOUT JOHN/SUSAN KAY	3982 S EMERALD DR BUCKEYE AZ USA 85326
38	504-26-051	HUNG NANCY MING	3940 S EMERALD DR BUCKEYE AZ USA 85326
39	504-26-052	BIRCHFIELD FRANK	3878 S EMERALD DR BUCKEYE AZ USA 85326
40	504-26-053	JEAN T AND RITA M FRANCIS REVOCABLE TRUST	2702 S 231ST AVE BUCKEYE AZ USA 85326
41	504-26-054	FAVELA SAMUEL J/LYNN M	25238 W ILLINI ST BUCKEYE AZ USA 85326
42	504-26-055	ALLISON ROY LEE III/KAREN ANNE	25206 W ILLINI ST BUCKEYE AZ USA 85326
43	504-26-056	KIDD JERROLD L	25194 W ILLINI ST BUCKEYE AZ USA 85326
44	504-26-057	GRUWELL SUSAN D	25172 W ILLINI ST BUCKEYE AZ USA 85326
45	504-26-058	GREEN HERBERT L/KIMBERLY A	25140 W ILLINI ST BUCKEYE AZ USA 85326
46	504-26-059	VON WOLFF KARL A	25108 W ILLINI STREET BUCKEYE AZ USA 85326
47	504-26-061	NEWMAN DEREK S	25288 W ILLINI ST BUCKEYE AZ USA 85326
48	504-26-062	PENDZINSKI SUSAN L/FRANK A	25302 W ILLINI ST BUCKEYE AZ USA 85326
49	504-26-063	GUNTER LARRY K/BARBARA J	25314 W ILLINI ST BUCKEYE AZ USA 85326
50	504-26-064	LEDEZMA ERICK/CORTES JULIETH RIVERA	25326 W ILLINI ST BUCKEYE AZ USA 85326
51	504-26-065	ROBERTS JR DONALD R/DARLENE	9081 E SENECA ST TUCSON AZ USA 85715
52	504-26-066	DYRCZ MICHAEL LEE ROBERT	25402 W ILLINI ST BUCKEYE AZ USA 85326
53	504-26-067	BURNS THOMAS RAY/ROBIN LEE	25414 W ILLINI ST BUCKEYE AZ USA 85326
54	504-26-068	NELSON FAMILY LIVING TRUST	25426 W ILLINI ST BUCKEYE AZ USA 85326
55	504-26-069	RAMIREZ FELIPE	6036 W PALM LN PHOENIX AZ USA 85035
56	504-26-070	NATHANIEL REVOCABLE LIVING TRUST	25450 W ILLINI ST BUCKEYE AZ USA 85326
57	504-26-071	GILLILAND GREGORY	25462 W ILLINI ST BUCKEYE AZ USA 85326
58	504-26-073	BYRON J MAY AND JACIE E MAY FAMILY TRUST	PO BOX 754 BUCKEYE AZ USA 85326
59	504-26-074	BEARD CURTIS	25437 W ILLINI ST BUCKEYE AZ USA 85326
60	504-26-075	MALTBIE DENNIS GENE/TAMI JO	25425 W ILLINI ST BUCKEYE AZ USA 85326
61	504-26-076	RAMOS JOSE LUIS/CELINDA	25413 W ILLINI ST BUCKEYE AZ USA 85326
62	504-26-077	HADLEY SHAHYLA LEE/BRANDON SCOTT	25401 W ILLINI ST BUCKEYE AZ USA 85326
63	504-26-078	PERRY MICHAEL A/SUZETTE D	25402 W RIVERSIDE ST BUCKEYE AZ USA 85326
64	504-26-079	HOLZGRAFE JASON	25414 W RIVERSIDE ST BUCKEYE AZ USA 85326
65	504-26-080	ESQUEDA FRANCISCO JAVIER	25426 W RIVERSIDE ST BUCKEYE AZ USA 85326
66	504-26-081	NELSON CRAIG A/CHARLENE L	25438 W RIVERSIDE ST BUCKEYE AZ USA 85326
67	504-26-082	MCDONNELL JOSHUA/BROOKE	25450 W RIVERSIDE ST BUCKEYE AZ USA 85326
68	504-26-083	CHOSTNER CHARLES E	25462 W RIVERSIDE ST BUCKEYE AZ USA 85326
69	504-26-084	CORDOVA FRANCISCO/JOAN	25461 W RIVERSIDE ST BUCKEYE AZ USA 85326
70	504-26-085	PEREZ CHRISTINA L	25449 W RIVERSIDE ST BUCKEYE AZ USA 85326
71	504-26-086	ALVAREZ TAMMY	104 2ND AVE W BUCKEYE AZ USA 85326
72	504-26-087	MESSENGER MONTE	25425 W RIVERSIDE ST BUCKEYE AZ USA 85326
73	504-26-088	JUDY AND LEVI BEARD REVOCABLE LIVING TRUST	25413 W RIVERSIDE ST BUCKEYE AZ USA 85326
74	504-26-089	NEWLAND THOMAS D/SUSAN M	25401 W RIVERSIDE ST BUCKEYE AZ USA 85326

500'
and
Subdivison to North

75	504-26-090	SCHEIDEMANTEL MARK A/DIANNE M	1019 COTA AVE TORRANCE CA USA 90501
76	504-26-091	GOINS RANDY L/KAREN J	25414 W PUEBLO AVE BUCKEYE AZ USA 85326
77	504-26-092	COOPER TYLER/AMBER	25426 W PUEBLO AVE BUCKEYE AZ USA 85326
78	504-26-093	WILT CHARLES M/JANICE L	24538 W PUEBLO JAVE BUCKEYE AZ USA 85326
79	504-26-094A	SILVERMAN LESLIE	10809 N 99TH ST SCOTTSDALE AZ USA 85260
80	504-26-095A	SMITH RICHARD W/SUSAN B	5515 W CALVAR RD GLENDALE AZ USA 85306
81	504-26-096	SMITH RICHARD W/SUSAN B	5515 W CALAVAR RD GLENDALE AZ USA 85306
82	504-26-097	MCNEIL SHAWN/ANDREA	25437 W PUEBLO AVE BUCKEYE AZ USA 85326
83	504-26-098	THERKILDSEN ANDREW/YOLANDA	25425 W PUEBLO AVE BUCKEYE AZ USA 85326
84	504-26-099	JARRETT JOSEPH KEVIN/LUCIA VIVIANA	25413 W PUEBLO AVE BUCKEYE AZ USA 85326
85	504-26-100	CAMPBELL JAMES RICHARD/COLLEEN R	25402 W PUEBLO AVE BUCKEYE AZ USA 85326
86	504-26-101	CARRILLO ISMAEL DIAZ/RAUL DIAZ	25337 W PUEBLO AVE BUCKEYE AZ USA 85326
87	504-26-102	MENDOZA ELIAS JR/BELINDA	25325 W PUEBLO AVE BUCKEYE AZ USA 85326
88	504-26-103	RICHARD AND KAREN DURSO TRUST	25313 W PUEBLO AVE BUCKEYE AZ USA 85326
89	504-26-104	BLANTON JOSEPH ALAN/HORTENCIA H B	25301 W PUEBLO AVE BUCKEYE AZ USA 85326
90	504-26-105	JOHNSON WANDA JOYCE	25289 W PUEBLO AVE BUCKEYE AZ USA 85326
91	504-26-106	PEREZ ROBERT/BEATRICE E	25302 W PUEBLO AVE BUCKEYE AZ USA 85326
92	504-26-107	WALP TRUST	25314 W PUELBO AVE BUCKEYE AZ USA 85326
93	504-26-108	WILT SCOTT A/CINDY J TR	25326 W PUEBLO AVE BUCKEYE AZ USA 85326
94	504-26-109	BEITER RODNEY EARL/GENYNNE JO	25338 W PUEBLO BUCKEYE AZ USA 85326
95	504-26-110	DOVIDIO DAVID/KAREN L	25350 W PUEBLO AVE BUCKEYE AZ USA 85326
96	504-26-111	LOPEZ LEOBARDO/IVETTE	3623 N 104TH DR AVONDALE AZ USA 85392
97	504-26-112	MOORE JEFFREY L/DENISE J	25325 W RIVERSIDE ST BUCKEYE AZ USA 85326
98	504-26-113	MOORE JEFFREY L/DENISE J	25325 W RIVERSIDE ST BUCKEYE AZ USA 85326
99	504-26-114	CALVERT DAVID B/TERESA L	25301 W RIVERSIDE ST BUCKEYE AZ USA 85326
100	504-26-115	RONALD SPENCER AND LORNA SUE MITCHELL LIVING TRUST	25289 W RIVERSIDE ST BUCKEYE AZ USA 85326
101	504-26-116	MUNDY JESSE J/HENRIETTA	25302 W RIVERSIDE ST BUCKEYE AZ USA 85326
102	504-26-117	VIEZCAS ALBERTO JR/AIDYL NAYELI	25314 W RIVERSIDE ST BUCKEYE AZ USA 85326
103	504-26-118	NICO PETER C/JILL A TR	25338 W RIVERSIDE ST BUCKEYE AZ USA 85326
104	504-26-119	NICO PETER C/JILL A TR	25338 W RIVERSIDE ST BUCKEYE AZ USA 85326
105	504-26-120	SHIELDS CHERYL L	25350 RIVERSIDE ST BUCKEYE AZ USA 85326
106	504-26-121	WALKER DEREK S	25337 W ILLINI ST BUCKEYE AZ USA 85326
107	504-26-122	PALMISANO KRISTINE/MILNER CHRISTINA	25313 W ILLINI ST BUCKEYE AZ USA 85326
108	504-26-123	PALMISANO KRISTINE/MILNER CHRISTINA	25313 W ILLINI ST BUCKEYE AZ USA 85326
109	504-26-124	ODELL MARK/DIANE	25301 W ILLINI ST BUCKEYE AZ USA 85326
110	504-26-125	DEE FAMILY LIVING TRUST	25289 W ILLINI ST BUCKEYE AZ USA 85326
111	504-26-126	BUCKEYE CITY OF	530 E MONROE AVE BUCKEYE AZ USA 85326
112	504-26-975	SPIKER HOLDINGS BUCKEYE LLC	4340 E INDIAN SCHOOL RD 21-279 PHOENIX AZ USA
113	504-26-976	RAYLAND LLC	4370 N MILLER RD BUCKEYE AZ USA 853266304
114	504-26-977	RAYLAND LLC	4370 S MILLER RD 102 BUCKEYE AZ USA 85326
115	504-40-004H	BARCLAY HOLDINGS CXVI LLC	2415 E CAMELBACK RD PHOENIX AZ USA 85016
116	504-40-004J	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790 AUSTIN TX USA 76006
117	504-40-004K	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790 AUSTIN TX USA 76006
118	504-40-004L	FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790 AUSTIN TX USA 76006
119	504-40-006B	BROADWAY & ROOKS PARTNERS/WEST 12TH ST OWNERS	4501 N SCOTTDALE RD UNIT 201 SCOTTSDALE AZ USA 85281
120	504-40-012B	YOUNGKER BENJAMIN F JR & GRACE A TR	25500 W BROADWAY BUCKEYE AZ USA 853265410
121	504-40-012K	GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY SCOTTSDALE AZ USA 85260
122	504-41-925A	GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY STE 230 SCOTTSDALE AZ USA 85260
123	504-41-925C	PULTE HOME COMPANY LLC	16767 N PERIMETER DR STE 100 SCOTTSDALE AZ USA 85260

EXHIBIT D

Indicap - Copper Falls
Bales Elementry-
25400 W Maricopa Rd, Buckeye, AZ 85326

NEIGHBORHOOD MEETING SIGN-IN SHEET

Copper Falls

Date : February 15th,2023 Time: 6PM - 7PM

NAME	ADDRESS	EMAIL	PHONE #
Connie Stephens	25750 W. US Hwy 85 Buckeye	conniestepe@msn.com	
Murel Stephens	" " "	murelstepe@msn.com	
Emily Timmer		emilypearltimmer@gmail.com	

EXHIBIT E

THE ARIZONA REPUBLIC

PO Box 194, Phoenix, Arizona 85001-0194

Phone 1-602-444-7315 Fax 1-877-943-0443

This is not an invoice

PNI-Surprise Z1

AFFIDAVIT OF PUBLICATION

TIFFANY & BOSCO
2525 E CAMELBACK RD
PHOENIX, AZ 85016-4219

City of Buckeye

NOTICE IS HEREBY GIVEN that the City of Buckeye Planning and Zoning Commission will hold a public hearing on Tuesday, November 14th, 2023 to be held in the City Council Chambers, located at 530 E. Monroe Avenue, Buckeye, Arizona 85326 at 6:00 p.m., for the purpose of hearing all persons for or against the following request (PLZZ-22-00025):

Case No. PLZZ-22-00025: Request by Kurt A. Jones, Tiffany & Bosco P.A., for the amendment of approximately 72 acres of the Copper Falls Community Master Plan. The amendment will designate Parcels 6 (9.8 acres) and 7 (13.9 acres) as Multifamily, Single Story, Parcel 8 (18.47 acres) as Multifamily, Two Story, Parcel 9 as Multifamily, Multi-Story, and Parcel 10 (16.48 acres) as Commercial. The amendment will also allow for a new Fire Station as well as ample open space and integrated pathways. The property subject to the amendment is presently designated by the approved CMP for development of a combination of single-family residential, commercial, and office uses. The Property is located at the southwest corner of Miller Road and Broadway Road (APN 504-40-012K) and being in Section 30, Township 1N, Range 3W of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

For additional information, please contact the Development Services Department at (623) 349-6211

Pub: Oct 28, 2023

This is not an invoice

Order # 0005850740 # of Affidavits 1

P.O #

Issues Dated:

10/28/23

STATE OF WISCONSIN } **SS.**
COUNTY OF BROWN

I, being first duly sworn, upon oath deposes and says: That I am the legal clerk of the Arizona Republic, a newspape of general circulation in the counties of Maricopa, Coconino, Pima and Pinal, in the State of Arizona, published weekly at Phoenix, Arizona, and that the copy hereto attached is a true copy of the advertisement published in the said paper in the issue(s) dated/indicated.

Sworn to before me this
28 TH day of
OCTOBER 2023

Notary Public

My Commission expires: 9.19.25

VICKY FELTY
Notary Public
State of Wisconsin

EXHIBIT F

AFFIDAVIT OF SIGN POSTING
City of Buckeye

Case No: PLZZ-22-00025
Project Name:
Applicant Name: Tiffany & Bosco
Location: Miller Rd & Broadway Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the **applicant** for public hearing in the City of Buckeye shall post signs as Prescribed by the "City of Buckeye Site Posting Requirements." **It shall be the responsibility of the applicant to erect and to maintain the sign on the subject property and to update the hearing information on the sign until the final disposition of the case. It shall also be the responsibility of the applicant to remove the sign within 10 days after final disposition of the case.**

I confirm that the site has been posted as detailed by the City of Buckeye Site Posting Requirements for the case above and the site was posted at least fifteen (15) prior to the public hearing.

Applicant's/Representative's signature: Meghan Liggett

SUBSCRIBED AND SWORN before me on 10/26/23

Notary Public:

MaryBeth Conrad

MARYBETH CONRAD
Notary Public - Arizona
Maricopa County
Commission # 591461
My Comm. Expires Oct 25, 2024

My Commission Expires:

10-25-24

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: November 14th, 2023 at 6:00 p.m.
City Council: TBD
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 East Monroe Avenue, Buckeye, AZ 85326
REQUEST: Major Amendment to the Copper Falls Community Master Plan APN 504-40-012K to allow MF, Single Story; MF, Two Story; MF, Multi-Story; and Commercial Land Uses
GENERAL LOCATION: Southwest corner of Miller Road and Broadway Road
SIZE: Approximately 72.29 acres
CASE #: PLZZ-22-00025
APPLICANT/ CONTACT: KURT A. JONES / TIFFANY & BOSCO
PHONE: 602-452-2729 EMAIL: kajones@tblaw.com
DEVELOPMENT SERVICES DEPARTMENT
623-349-6211
Posting Date: 10/26/2023
Filiberto's Mexican Food
S MILLER RD
Maps
Oct 26, 2023 08:33AM
S Miller Rd
Maricopa County

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: November 14th, 2023 at 6:00 p.m.
City Council: TBD
LOCATION OF HEARINGS: CITY COUNCIL CHAMBERS,
530 East Monroe Avenue, Buckeye, AZ 85326
REQUEST: Major Amendment to the Copper Falls Community Master Plan APN 504-40-012K to allow MF, Single Story; MF, Two Story; MF, Multi-Story; and Commercial Land Uses
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CASE #: PLZZ-22-00025
APPLICANT/ CONTACT: KURT A. JONES / TIFFANY & BOSCO
PHONE: 602-452-2729 EMAIL: kajones@tblaw.com
DEVELOPMENT SERVICES DEPARTMENT
623-349-6211
Posting Date: 10/26/2023
Filiberto's Mexican Food
Maps
Oct 26, 2023 08:12AM
25253-25363 W Broadway Rd
Maricopa County

W Broadway Rd
W Broadway Rd
W Broadway Rd
W Broadway Rd
Parkman Ln
Miller Rd
S Ironside Dr
S Ironside Dr
S Ironside Dr
S Miller Rd
1
2

EXHIBIT G

Affidavit of Mailing Notice

Case Number:	PLZZ-22-00025
Project Name:	Copper Falls
Applicant Name:	Kurt Jones | Tiffany & Bosco, P.A.
Location:	SWC of Broadway Rd and Miller Rd

In order to assist in providing adequate notice to interested parties and to meet Arizona State Statue, the applicant for public hearings in the City of Buckeye shall secure the names and addresses of all property owners within 500 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and shall send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing date.

I confirm that I secured the names and addresses of all property owners within 1,000 feet of all property lines of the subject application property either through a title company or the Maricopa County Assessor's web site and did send the public hearing notice to each said owner no less than fifteen (15) days prior to the public hearing

See attached copies of all sent letters and address lists.

Applicant's / Representative's signature: _____

SUBSCRIBED AND SWORN before me this 27th day of October, 2023, by:

_____
Notary Public

SIENNA MYERS
Notary Public - State of Arizona
Maricopa County
Commission # 646296
My Commission Expires on Apr 5, 2027

My Commission Expires:

April 5th, 2027

TIFFANY & BOSCO P.A.

October 27, 2023

RE: PLZZ-22-00025 – Major Amendment to Copper Falls Community Master Plan – Southwest corner of W. Broadway Road and Miller Road

Dear neighbor:

In conjunction with the property owner GM Gabrych Family LP and our client, Indicap, we have submitted a land use proposal to amend approximately 72.29 acres of the Copper Falls Community Master Plan ("Copper Falls CMP"). Please refer to the attached **Context Aerial.** The amendment area is located at the southwest corner of W. Broadway Road and Miller Road. The property is identified by Maricopa County Parcel Number 504-40-012K (the "Property"). The Property is currently located within the City of Buckeye and is zoned PC (Planned Community).

The Property subject to the amendment is presently designated by the approved CMP for development of a combination of single-family residential (up to 3 dwellings per acre), commercial and office uses. We held an open house on February 15, 2023 at the Bales Elementary School Gymnasium. There were approximately 15 attendees. At that open house, we presented a generic multi-family proposal for a majority of the Property with a smaller commercial configuration along a minor portion of the Property's Broadway Frontage and a majority of the Miller Road frontage. From the input we received at that open house and subsequent stakeholder meetings, the land plan has been significantly modified to include the following changes:

- The parcels closest to Broadway Road (Parcels 6 - 9.8 acres & 7 - 13.9 acres) are proposed as ***single-story only*** multi-family (MF-2) with up to 15 dwelling units per acre
- Parcel 8 (18.47 acres) is proposed as two-story multi-family (MF-2) at the southwest corner of the Property
- Parcel 9 as multi-story multi-family (MF-2) with up to 30 dwelling units per acre, and
- Parcel 10 (16.48 acres) is a reconfigured Commercial (C-2) parcel with significant size to attain quality retail, restaurant and services uses for the surrounding community
- The Plan includes an option for a City fire station site
- Includes walking trails between the developments for pedestrian connectivity to the commercial uses and surrounding community within and outside of Copper Falls
- Minimum 30 feet landscape buffer along south side of Broadway Road

This Master Plan Amendment will provide additional housing types to meet the City's housing shortage and to also support the City's growing economic development and employment uses in the nearby area. Please refer to the attached **2022 CMP Amendment Area Map.** The CMP amendment process requires a Planning Commission recommendation and City Council approval. Below is the information for the Planning and Zoning Commission public hearing.

PLANNING AND ZONING COMMISSION:
Date: Tuesday, November 14th, 2023
Time: 6:00 P.M.
Location: City Council Chambers, 530 E. Monroe Avenue, Buckeye, AZ 85326

The City Council hearing date is not set at this time. As this application proceeds, the City's Planning and Zoning Department will make a determination as to the date and time of the City Council hearing. Another notification letter will be mailed to you at least fifteen (15) days prior to the City Council hearing date.

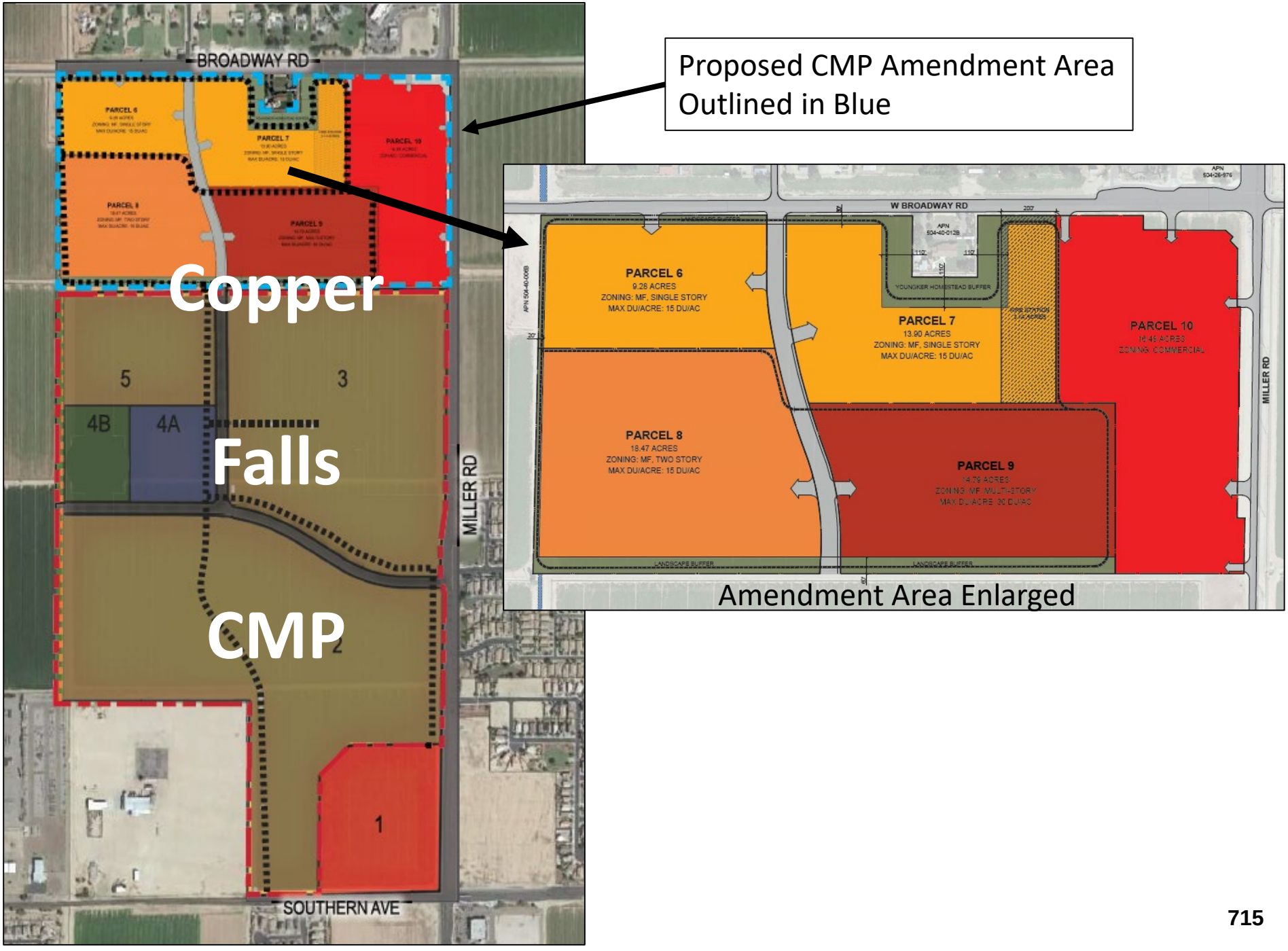
If you wish to provide input on this matter, you may attend the Planning and Zoning Commission or subsequent City Council hearing. Alternatively, you can provide input, comments or questions directly to Kurt Jones at Tiffany & Bosco

at kajones@tblaw.com or 602.452.2729. You may also contact City of Buckeye at planningandzoning@buckeyeaz.gov or the Planner, Ken Galica at KGalica@buckeyeaz.gov or 623-349-6214 with subject "PLZZ-22-00025 – SWC of W. Broadway Road and Miller Road".

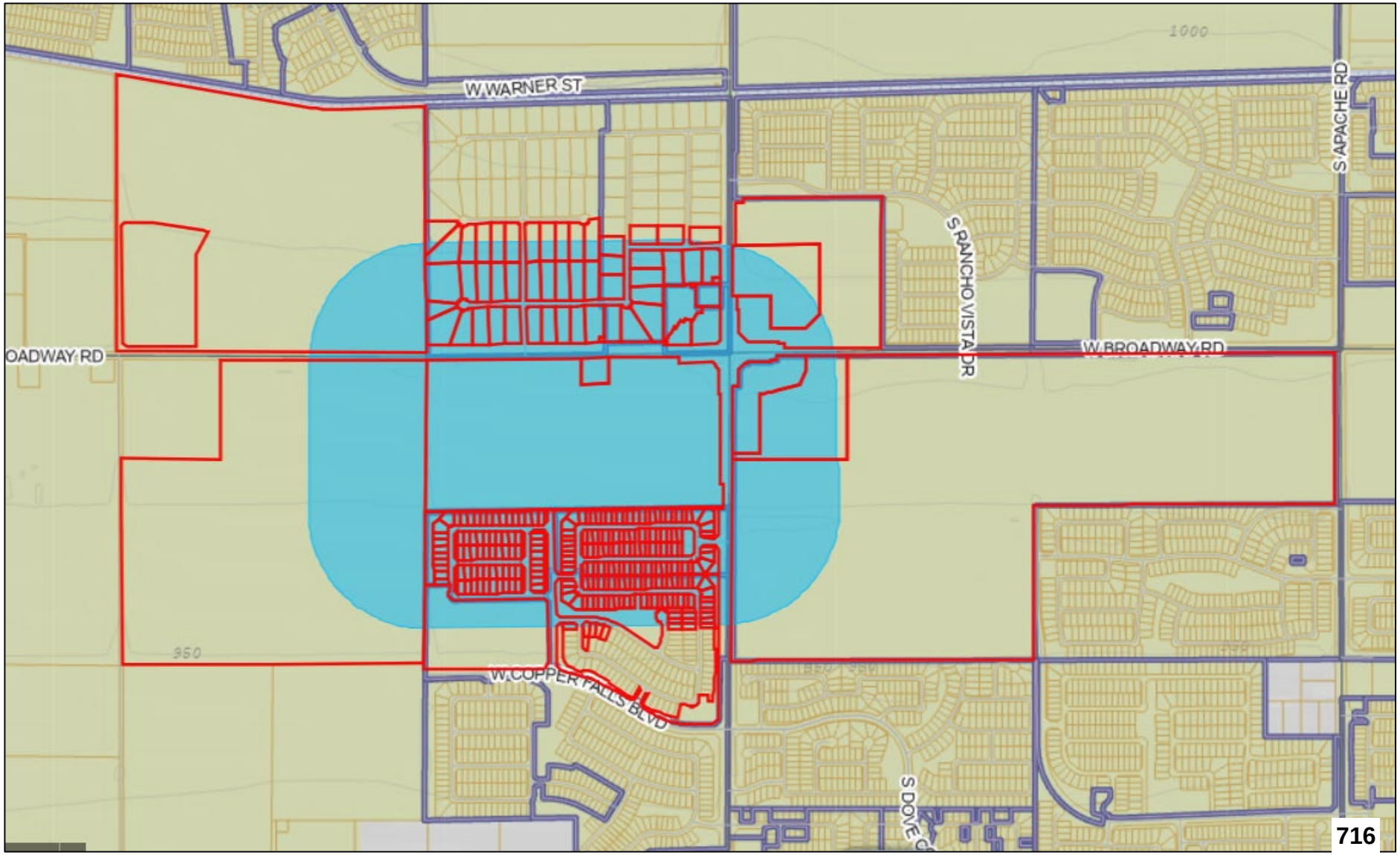
Sincerely,

Kurt Jones, Senior Planner

Copper Falls Site – Context Aerial


Proposed CMP Amendment Area
Outlined in Blue
BROADWAY RD
Copper
Falls
CMP
MILLER RD
SOUTHERN AVE
5
3
4B
4A
1
W BROADWAY RD
PARCEL 6
9.28 ACRES
ZONING: MF, SINGLE STORY
MAX DU/ACRE: 15 DU/AC
PARCEL 7
13.90 ACRES
ZONING: MF, SINGLE STORY
MAX DU/ACRE: 15 DU/AC
PARCEL 8
18.47 ACRES
ZONING: MF, TWO STORY
MAX DU/ACRE: 15 DU/AC
PARCEL 9
PARCEL 10
ZONING: COMMERCIAL
YOUNGKER HOMESTEAD BUFFER
MILLER RD
Amendment Area Enlarged

1,000 Feet Public Hearing Notice



Copper Falls 1,000' Mailing List

Owner	MAIL_ADDR1	MAIL_CITY	MAIL_STATE	MAIL_ZIP
NIRVANA AT MILLER LLC	6031 E PARADISE DR	SCOTTSDALE	AZ	85254
FOUR CORNERS LLC/BOYC LLC	20701 N SCOTTSDALE RD 107-622	SCOTTSDALE	AZ	85255
TYSON FAMILY AND FRIENDS LLC	5080 N 40TH ST STE 405	PHOENIX	AZ	85018
SANTA RITA HOLDINGS LLC	PO BOX 9167	SPRINGFIELD	MO	65801
FISHER GEORGE L II	609 E SOUTH AVE	BUCKEYE	AZ	85326
COX EMILY/JOSEPH	4090 S TURQUOISE DR	BUCKEYE	AZ	85326
BOYD CHEYANNE NICOLE/DANIEL WLLIAM	4089 S EMERALD DR	BUCKEYE	AZ	85326
KERR CLAYTON G/JOSETTE	PO BOX 1273	BUCKEYE	AZ	85326
ALCALDE YUNLESKY DOMINGUEZ	25153 W WOOD ST	BUCKEYE	AZ	85326
WAGNER DAVID	25185 W WOOD ST	BUCKEYE	AZ	85326
GILBERT LARRY L/MARGARET E	4139 S EMERALD DR	BUCKEYE	AZ	85326
SAMORA SARAH B/TONY J	4201 S EMERALD DR	BUCKEYE	AZ	85326
TRACY L KNOWLES LIVING TRUST	4253 S EMERALD DR	BUCKEYE	AZ	85326
SMITH CHARLES B/JENNIFER K	4275 S EMERALD DR	BUCKEYE	AZ	85326
CHAVEZ GEORGE VALENZUELA/TERRY ANN A	25237 W PUEBLO AVE	BUCKEYE	AZ	85326
ORNELAS-HERNANDEZ LUIS/EMMETT FAITH	4913 W NOVAK WAY	LAVEEN	AZ	85339
JKLA PROPERTIES LLC	PO BOX 156	OKOBOJI	IA	51355
BASALDUA EVERARDO G/KATHY A	41525 S EMERALD DR	BUCKEYE	AZ	85326
LEVIN FAMILY 2017 REVOCABLE TRUST	4098 S EMERALD DR	BUCKEYE	AZ	85326
BUCKEYE CITY OF	530 E MONROE AVE	BUCKEYE	AZ	85326
CORDOVA FRANCISCO/JOAN	25461 W RIVERSIDE ST	BUCKEYE	AZ	85326
PEREZ CHRISTINA L	25449 W RIVERSIDE ST	BUCKEYE	AZ	85326
ALVAREZ TAMMY	104 2ND AVE W	BUCKEYE	AZ	85326
MESSENGER MONTE	25425 W RIVERSIDE ST	BUCKEYE	AZ	85326
JUDY AND LEVI BEARD REVOCABLE LIVING TRUST	25413 W RIVERSIDE ST	BUCKEYE	AZ	85326
NEWLAND THOMAS D/SUSAN M	25401 W RIVERSIDE ST	BUCKEYE	AZ	85326
SCHEIDEMANTEL MARK A/DIANNE M	1019 COTA AVE	TORRANCE	CA	90501
GOINS RANDY L/KAREN J	25414 W PUEBLO AVE	BUCKEYE	AZ	85326
COOPER TYLER/AMBER	25426 W PUEBLO AVE	BUCKEYE	AZ	85326
WILT CHARLES M/JANICE L	24538 W PUEBLO JAVE	BUCKEYE	AZ	85326
SILVERMAN LESLIE	10809 N 99TH ST	SCOTTSDALE	AZ	85260
SMITH RICHARD W/SUSAN B	5515 W CALVAR RD	GLENDALE	AZ	85306
SMITH RICHARD W/SUSAN B	5515 W CALAVAR RD	GLENDALE	AZ	85306
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JOHNSON WANDA JOYCE	25289 W PUEBLO AVE	BUCKEYE	AZ	85326
PEREZ FAMILY LIVING TRUST	25302 W PUEBLO AVE	BUCKEYE	AZ	85326
WALP TRUST	25314 W PUELBO AVE	BUCKEYE	AZ	85326
WILT SCOTT A/CINDY J TR	25326 W PUEBLO AVE	BUCKEYE	AZ	85326
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DOVIDIO DAVID/KAREN L	25350 W PUEBLO AVE	BUCKEYE	AZ	85326
LOPEZ LEOBARDO/IVETTE	3623 N 104TH DR	AVONDALE	AZ	85392
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CALVERT DAVID B/TERESA L	25301 W RIVERSIDE ST	BUCKEYE	AZ	85326
RONALD SPENCER AND LORNA SUE MITCHELL LIVING	25289 W RIVERSIDE ST	BUCKEYE	AZ	85326
SPIKER HOLDINGS BUCKEYE LLC	4340 E INDIAN SCHOOL RD 21-279	PHOENIX	AZ	85018
RAYLAND LLC	4370 N MILLER RD	BUCKEYE	AZ	853266304
RAYLAND LLC	4370 S MILLER RD 102	BUCKEYE	AZ	85326
BROADWAY & ROOKS PARTNERS/WEST 12TH ST OWI	4501 N SCOTTDALE RD UNIT 201	SCOTTSDALE	AZ	85281
YOUNGKER BENJAMIN F JR & GRACE A TR	25500 W BROADWAY	BUCKEYE	AZ	853265410
GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY	SCOTTSDALE	AZ	85260
FORESTAR USA REAL ESTATE GROUP INC	2221 E LAMAR BLVD STE 790	AUSTIN	TX	76006
SMITHS FOOD & DRUG CENTERS INC	1014 VINE ST	CINCINNATI	OH	452021141
BARCLAY HOLDINGS CXVI LLC	2415 E CAMELBACK RD	PHOENIX	AZ	85016

GM GABRYCH FAMILY LP	16700 N THOMPSON PEAK PKWY STE 230	SCOTTSDALE	AZ	85260
BUCKEYE ELEMENTARY SCHOOL DISTRICT NO 33	25555 W DURANGO ST	BUCKEYE	AZ	85326
PULTE HOME COMPANY LLC	16767 N PERIMETER DR STE 100	SCOTTSDALE	AZ	85260

Exhibit G

Ken Galica

From: levi absolutescreenprinting.com <levi@absolutescreenprinting.com>
Sent: Thursday, February 16, 2023 3:37 PM
To: Randy Proch
Subject: PLZZ-22-00025 SWC of W Broadway rd and Miller

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

Unfortunately many families were unable to get home from work before 6:00, attendance was low.

Rezoning this parcel from two lots per acre to up to 30 units per acre is not in the best interest for Buckeye. The traffic in that area will be horrible caused by a limited number of exits onto miller or Broadway.
An exit on the west side is a must for this development.
The Pulte development to the south should never have homes meeting with multi story apartments. Bad planning idea.
The water shortage in Buckeye should be addressed before any zoning that allows this kind of numbers.
The improvements along Broadway will be hit and miss caused by Youngker family home. I would hope that the developer will improve the street in front of his house, OOPS, maybe not as this will take most of his front yard.
Will be at the development board meeting

Levi Beard
Former Vice Mayor in Buckeye
Former Development Board member
Multiple business owner in Buckeye
Concerned Citizen

Ken Galica

From: riwalp@aol.com
Sent: Friday, February 10, 2023 11:01 AM
To: sid@tblaw.com; Planning and Zoning; Randy Proch
Cc: riwalp@aol.com; mowtavator@aol.com; dtbg04@ail.com; irrigation@northwoodparkestates.org; rgx50@msn.com; jujubeard58@yahoo.com; joetencha@aol.com; jon@graceinbuckeye.com; mewalp77@gmail.com
Subject: PLZZ-22-00025

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

February 10, 2023

To: Buckeye Planning and Zoning
att: Randy Proch
Tiffany & Bosco PA
att: Sean Doyle

Re: PLZZ-22-00025

To Whom it may concern,

My name is Richard A. Walp. I live with my family of four in Northwood Park Estates at 25314 W. Pueblo Ave. We live in a single family home situated on a one acre parcel that has flood irrigation and allows livestock. We have resided here for approximately 20 years.

We always knew that there would be some kind of development around our neighborhood eventually. To the south across Broadway Road and to the west across the 255th Ave. alignment. When the the Copper Falls CMP was announced a few years ago, we accepted that change was coming and did not resist it at that time. The original plan had the adjacent homes on larger lots to meld with our neighborhood and then segue into a higher density sub-division.

We recently received a letter from Tiffany & Bosco PA outlining a request for the City of Buckeye Planning and Zoning to amend the original CMA to allow them to put 16 multi family dwellings per acre and another 30 dwellings per acre butted up to Broadway Road creating a tremendous rise in area population and heavy traffic in this immediate area.

We currently have only two ways in and out of Northwood Park and the traffic around here has gradually become extremely busy with the residential growth around us. The alternate plans show access only by way of Parkman to Broadway which is also the only access/egress to Broadway from Northwood Park Estates, our only south exit.

Although we have no objection to the commercial area to Parcel 10, we don't see any designations for Public Safety, (Fire, Police and Ambulance) nor a school or parks as a legend was not included with the map. The increase of population should demand the identification of allotments for these important community support entities. These considerations help to maintain Buckeye's standing in providing quality education and emergency support and response time.

As far as a housing shortage, this seems a hollow excuse. Single family homes are being built by the 100's / 1,000's, all within 4 miles of Miller Road and Broadway Road at this time and they are for the most part being built as speculation sales.

We are opposed to any change in the original Copper Falls CMP. We ask that the Copper Falls CMP stay with their original plan that was presented to the Buckeye P&Z, which helps to maintain the integrity of the other established communities in the adjoining area.

Sincerely,

Richard A. Walp
25314 W. Pueblo Ave.
Buckeye, Az, 85326

March 1, 2023

To: Buckeye Planning and Zoning

Attention: Randy Proch

Tiffany & Bosco PA

Attention: Sean Doyle

Re: PLZZ-ZZ-0025

To Whom it may concern,

Good morning. My name is Robert Perez along with my family have lived in Northwood Park Estates at 25302 W Pueblo Ave Buckeye, AZ. 85326 for over 13 years. We are situated on a one acre flood irrigated lot and zoned for live stock.

I want to reach out in regards to the letter from Tiffany & Boscoe PA requesting from the City of Buckeye Planning and Zoning to amend the original Copper Falls CMP to allow them higher home density per acre. I am against the request. The number one reason would be water. We keep getting pounded with drought conditions controls but the building of homes continue. The second reason is traffic in Buckeye is getting worse and from the changes that have happened so far they are barely making a dent in the flow of traffic. Third reason is, are those high home density areas going to become lower income housing? Fourth reason is, our schools are at student capacity, I do not see any schools or public safety being proposed.

We are opposed to any changes in the original Copper Falls CMP. I ask that they stay on course with the original CMP.

Sincerely,

Robert and Beatrice Perez

25302 W Pueblo Ave

Buckeye, AZ. 85326

Ken Galica

From: michael dyrcz <mdyrcz@yahoo.com>
Sent: Tuesday, November 14, 2023 12:10 AM
To: Ken Galica
Cc: Michelle R. Hess
Subject: Copper Falls PLZZ -22-00025 Urgent Concerns

[**NOTICE:** This message originated outside of the City of Buckeye -- **DO NOT CLICK** on **links** or open **attachments** unless you are sure the content is safe.]

November 13th, 2023

Planning & Zoning Commission
503 E. Monroe Avenue
Buckeye, Az. 85326

Re: Concerns i.e. Copper Falls III Major Community Master Plan Amendment (PLZZ-22-00025)

Dear Members of the Planning and Zoning Commission,

My name is Michael Dyrcz, I am a homeowner in and President of the Northwood Park Estates Subdivision located on the Northwest Corner of Miller Road and Broadway Road (Directly North of the proposed Copper Falls III Major Community Master Plan Amendment PLZZ-22-00025). On behalf of myself and every single neighbor in my development I have spoken with about this project I stand in STRONG opposition of their current proposal. On 11.11.2023 I personally walked, and hand delivered information about the Copper Falls proposal to every lot along Broadway Road. In speaking to the lot owners from lots 27,88,87,86,85,84,83,82,81,80, & 79. Only lots 26 & 28 did not answer the door. Each lot stated the same thing. They did not sign anything in support or Copper Falls. In fact, they were admittedly against it!

These feelings were shared with the Copper Falls reps back in April & May when they asked what they could do to support the community and potentially reach an understanding. A few of the neighbors mentioned Copper Falls building a privacy wall along their south property line. As well as further setbacks on the Copper Falls side, lighting issues etc... Copper Falls reps not only immediately agreed but asked that we get them the distance estimates so that they could get started with proposals. They further stated they understood the concerns.

The concerns then & now are many but to name a few:
- Dust and Dirt during construction phases
- Increased traffic not only during construction but multiplied 100 times over after increased density
- In ability to access our community safely on Broadway Road making it as complicated and dangerous as Miller Road is now due to increased density allowed by the city already. With little to no consideration to our community's safety.
- Lighting issues causing problems for agriculture for neighbors that spent their life savings to purchase specific property in our neighborhood just for those abilities.
- And last but not least water issues created by increasing the density multiple times over in given space. (Telling people that its actually less water used because of the lack of landscaping is a complete lie! Landscaping and drinking water being provided from two totally different water sources)

This last point is most important to the Whole City of Buckeye! I understand that the County and State is restricting new Permits everywhere for Single Family Homes and developments, but it is not morally right nor responsible for the City of Buckeye to look the other way and continue to allow the Multi Family LOOP Whole to be exploited. The County requires a 100-year water study for a reason. And just because they do not for the multifamily permits, it does not mean it's a win for the developer to keep building and selling and the city to continue the influx of taxes. We need to think of our current City of Buckeye Citizens and how they will be affected 100 years from now and at this rate we all know more likely MUCH sooner.

I respectfully ask that the Commission take all these things into consideration before making its decision on this proposed amendment.

Respectfully,
Michael Dyrcz
Concerned Directly Effected Citizen & Northwood Park Estates HOA President
602-791-6911

November 13th, 2023

Planning and Zoning Commission

530 E Monroe Ave

Buckeye, AZ 85326

Re: Concerns over the Copper Falls III Major Community Master Plan Amendment (PLZZ-22-00025)

Dear Members of the Planning and Zoning Commission,

I am writing to express strong opposition, on behalf of my constituents, to the Copper Falls III Major Community Master Plan Amendment (PLZZ-22-00025). Concerns stem from a recent neighborhood meeting and an analysis of the proposed project, which we believe will adversely affect their community.

On April 25th, 2023, I attended a Neighborhood Meeting hosted by Tiffany Bosco, primarily focused on a different project. However, during the meeting, it became evident that many attendees were there to discuss and oppose the Copper Falls III project. It was later discovered that a much larger group of residents from Northwood Park Estates, close to forty in number, were interested in engaging with this project, even though only 10 or 11 constituents officially attended the Copper Falls III Neighborhood meeting. This underscores the magnitude of community concern regarding this proposal. I did share these concerns and information with Mr. Kurt Jones after the meeting on April 25th.

I would like to summarize the key concerns raised during the meeting:

1. **Density:** The proposed increase in density for the Copper Falls III project, in conjunction with other ongoing and approved developments in the vicinity, raises significant concerns about traffic congestion and strain on local infrastructure.

2. **Zoning Transition: ** The transition from a multi-family development to a rural one-acre zoning does not align with the land use flow outlined in the General Plan. This change could disrupt the existing agricultural and rural character of the neighborhood.

3. **Water:** The project's increase in the number of residents has cause for concern versus single-family residential water use and amount. Questions about water availability and sustainability, especially with regards to the 100-year water certificate were discussed.

4. **Traffic:** Miller Road was originally planned to accommodate primarily single-family residences with some commercial properties. With multiple approved changes and projects (three more projects south, Nirvana), including Copper Falls III, the capacity of Miller Road should be thoroughly assessed before proceeding.

5. **Lighting:** The proposed project's lighting could negatively impact the quality of life for nearby residents, particularly those to the north. Increased lighting from homes, streetlights, and traffic will disrupt the rural atmosphere of the neighborhood and the animals that currently exist along Broadway Road. This would be in addition to the increased traffic coming in and out of the new development.

6. **Sound:** Similar to lighting, the substantial increase in dwelling units within the area may lead to increased noise levels, particularly affecting homes to the north and detracting from their peaceful living environment.

Considering these concerns, I wanted to give the Planning and Zoning Commission as much information as possible when considering the Copper Falls III Major Community Master Plan Amendment. The impact of this project on the community and the deviations from the CMP need thorough examination and transparent discussion.

I kindly request that the Commission consider the constituents' concerns and sentiments before making any decisions regarding this proposed amendment.

Thank you for your attention to this matter and dedication to making the best decisions for the City of Buckeye.

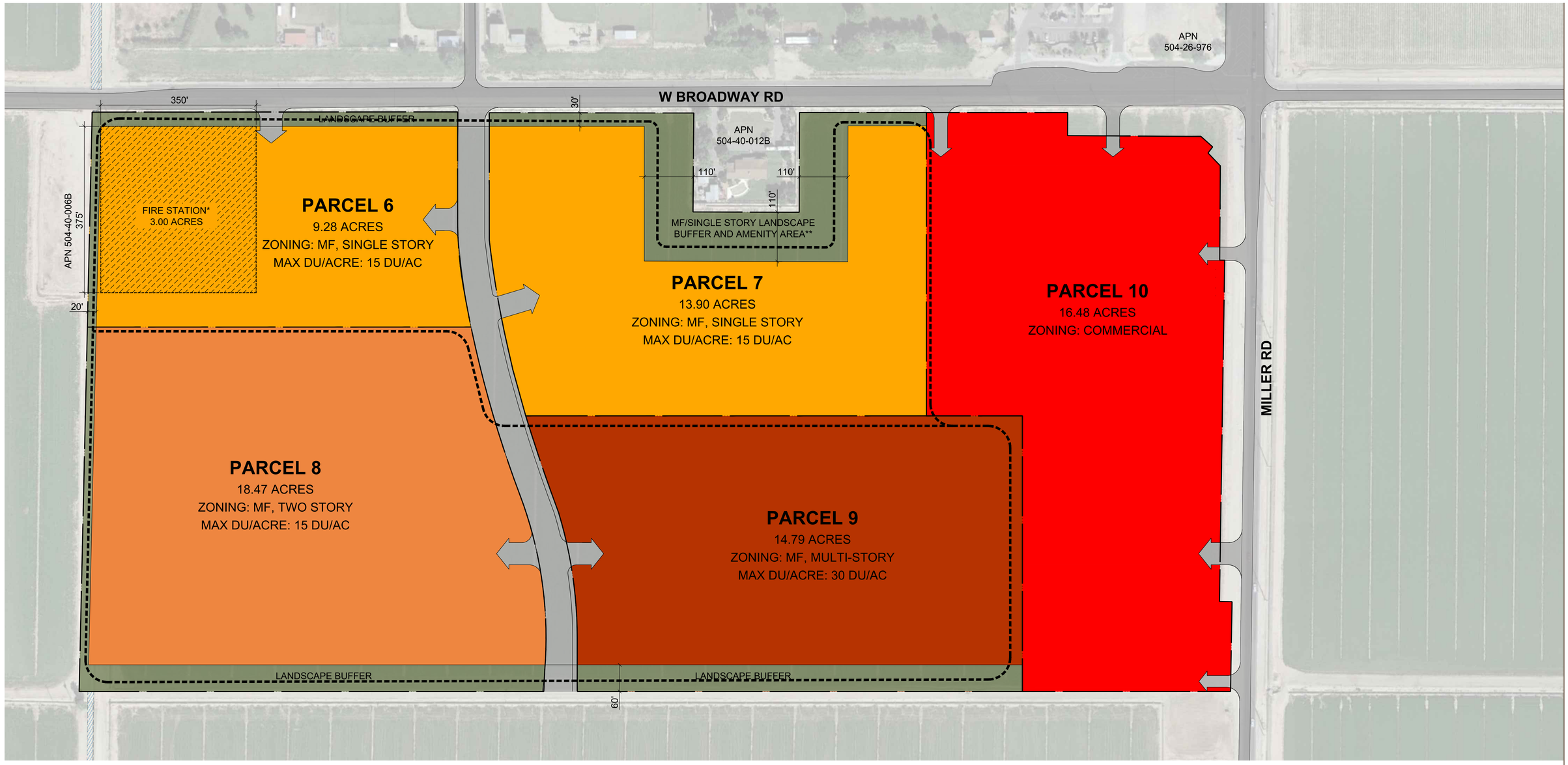
Sincerely,

Michelle R. Hess

Vice Mayor of the City of Buckeye and Councilman for District 3

Exhibit H

RECEIVED
November 21, 2023
City of Buckeye Planning Division



DEVELOPMENT STANDARDS:	PARCEL 6,7
ZONING:	MF, SINGLE STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	SINGLE STORY & 24' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	30 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	30 FT
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 8
ZONING:	MF, TWO STORY
MAX. DU/AC.:	15 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	TWO STORY & 34' MAX HT
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 9
ZONING:	MF, MULTI-STORY
MAX. DU/AC.:	30 DU/ACRE
MAX COVERAGE:	80%
MAX. HEIGHT:	40' HT (60'-100' FRM SINGLE FAMIY HOME) 50' HT (MORE THAN 110' FRM SINGLE FAMIY HOME)
BUILDING SETBACKS:	
FRONT:	0 FT
SIDE:	0 FT
REAR:	10 FT
SINGLE FAMILY ZONING	60 FT
LANDSCAPE SETBACKS:	
ARTERIAL STREETS:	N/A
ALL OTHER STREETS:	10 FT
LANDSCAPE REQ.:	20%
OFF-STREET PARKING:	
STANDARD:	9'X20'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

DEVELOPMENT STANDARDS:	PARCEL 10
ZONING:	COMMERCIAL
MAX. F.A.R.:	N/A
MAX COVERAGE:	60%
MAX. HEIGHT:	50 FT
BUILDING SETBACKS:	
FRONT:	10 FT
SIDE:	10 FT
REAR:	0 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
SIDE:	5 FT
REAR:	5 FT
LANDSCAPE REQ.:	15%
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT

DEVELOPMENT STANDARDS: FIRE STATION OPTION	
ZONING:	MF, SINGLE STORY
BUILDING SETBACKS:	
FRONT:	50 FT
WEST SIDE:	50 FT
EAST SIDE:	0FT
REAR:	50 FT
LANDSCAPE SETBACKS:	
FRONT:	5 FT
WEST SIDE:	5 FT
EAST SIDE:	0 FT
REAR:	5 FT
OFF-STREET PARKING:	
STANDARD:	9'X20'
ADA:	12'X18'
DRIVE AISLE:	24 FT
FIRE LANE:	26 FT

*NOTE: IF FIRE STATION SHOULD NOT OCCUR, USE PARCEL 6 & 7 DEVELOPMENT STANDARDS

LEGEND

- MASTER PLANNED COMMUNITY - MF, MULTI-STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, SINGLE STORY (MPC)
- MASTER PLANNED COMMUNITY - MF, TWO STORY (MPC)
- BUSINESS COMMERCE (BC)
- FIRE STATION OPTION
- OPEN SPACE (OS)
- ---- NATURE LOOP TRAIL

**PLAYGROUNDS, ACTIVE AND PASSIVE OPEN SPACES ALLOWED IN BUFFER

1" =90'

0 45 90 180 450

NORTH

scheme: 12

Conceptual Site Plan

25111 Broadway Rd
Buckeye, AZ 85326

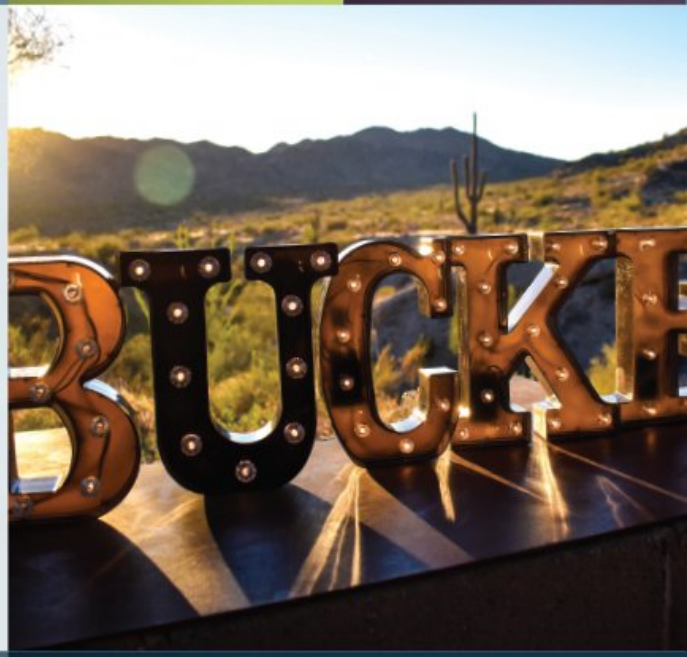
WARE MALCOMB

PHX22-0088-00
11.14.2023

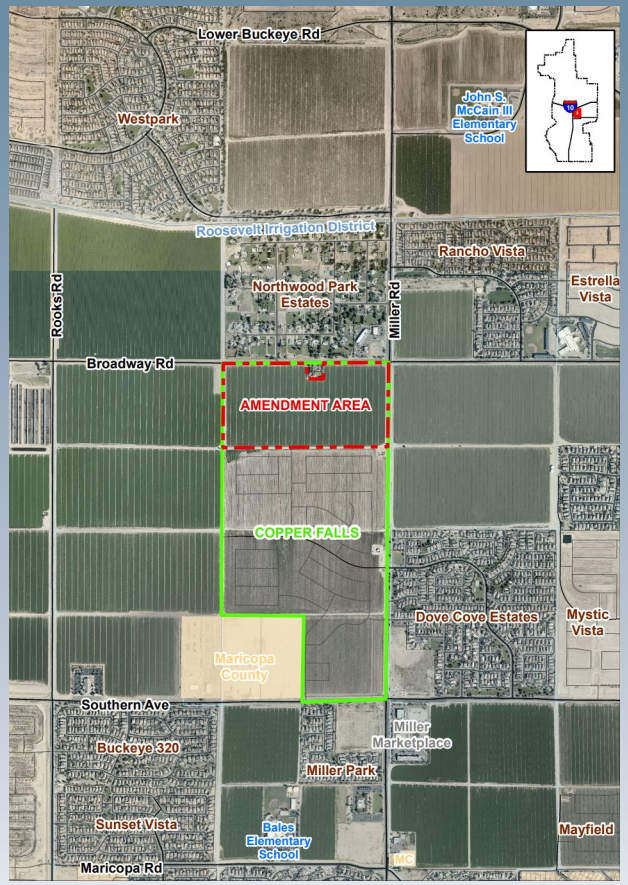
SHEET
1

Copper Falls III
Major CMP Amendment and Development Agreement

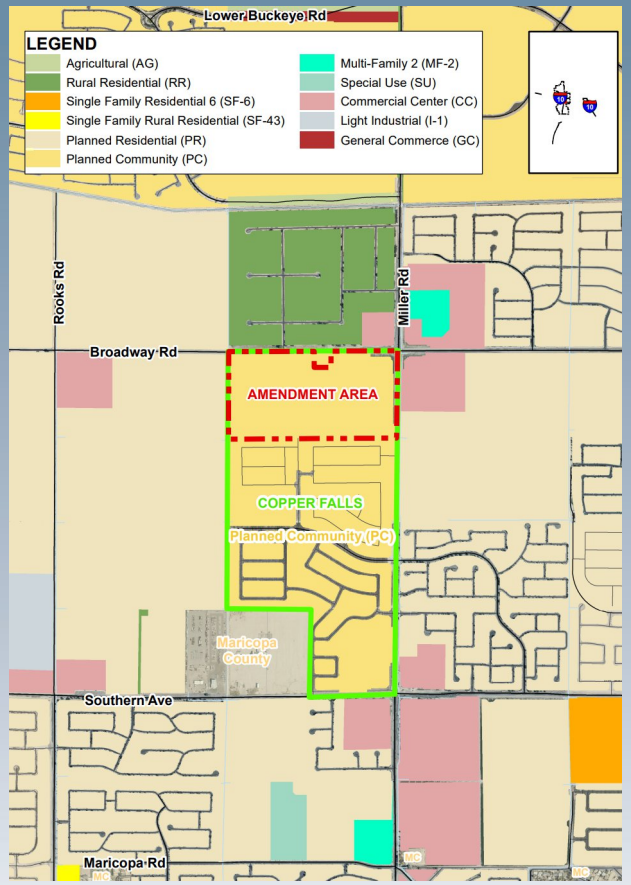
Buckeye City Council
March 5, 2024
Case PLZZ-22-00025



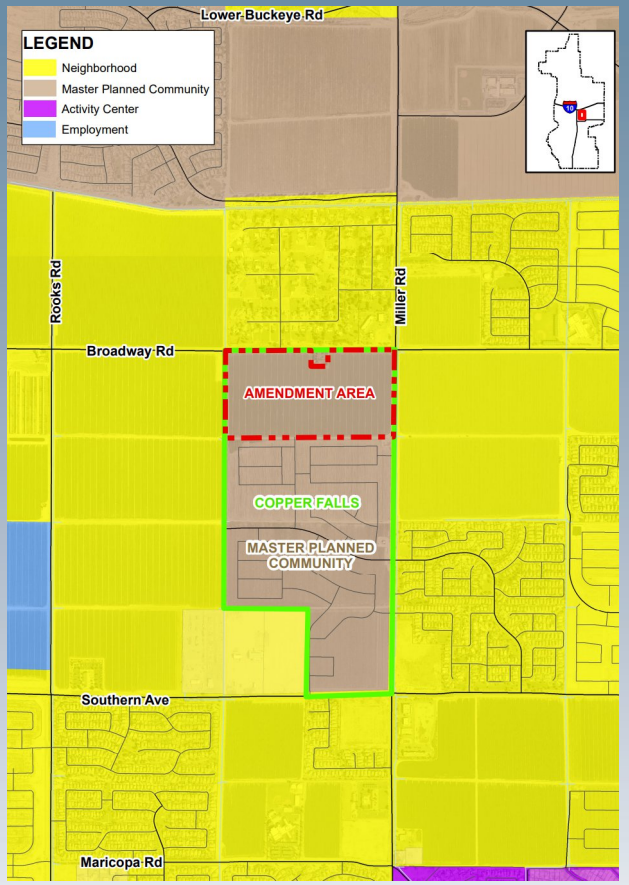
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map



General Plan LU Map

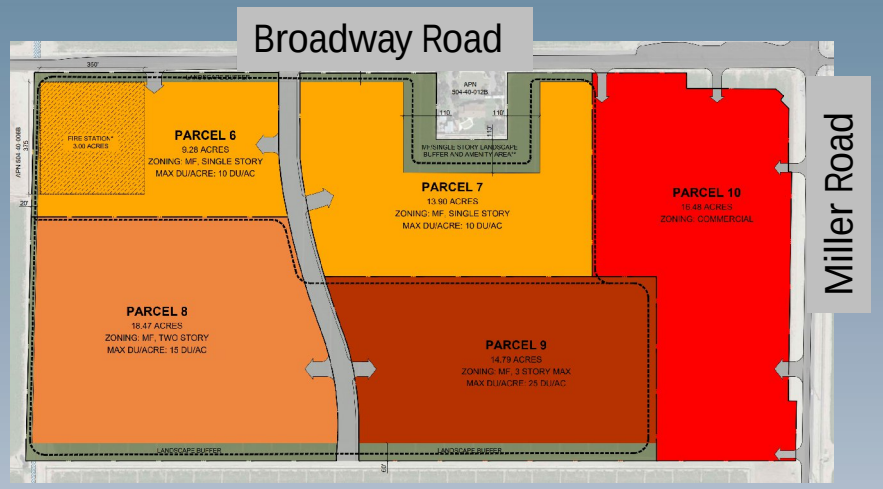
N

BUCKEYE, AZ

CMPA Request

Existing CMP Land Plan

- 53 acres of single-family residential; 2-3 dwelling units per acre (Maximum 159 homes)
- 21 acres of commercial (C-2 equivalent)
- 5 acres of office (medical or professional)

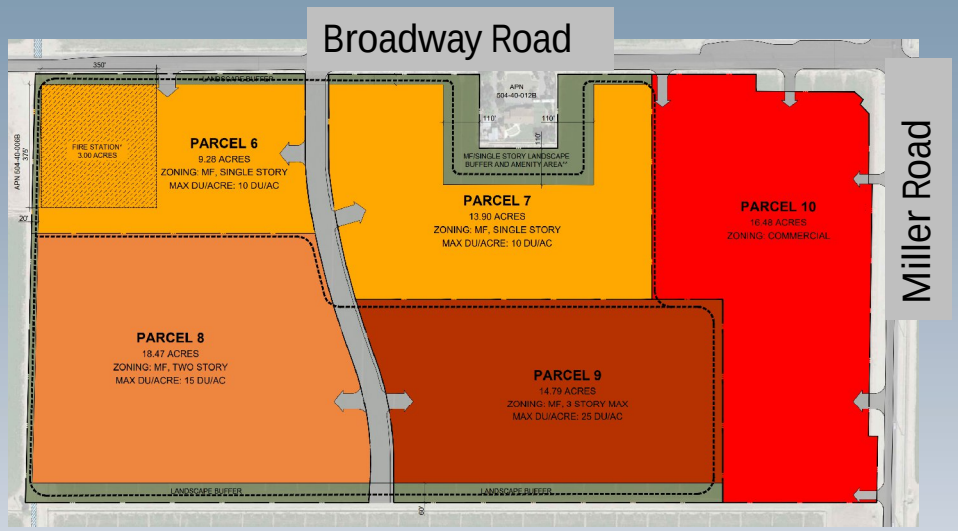


Proposed CMP Land Plan

- 23.2 acres of single-story multi-family residential; maximum 10 dwelling units per acre (reduces to 20.2 acres if City has need for fire station site)
- 18.5 acres of two-story multi-family residential; maximum 15 dwelling units per acre
- 14.8 acres of three-story multi-family residential; maximum 25 dwelling units per acre
- 16.5 acres of commercial (C-2 equivalent with restrictions)

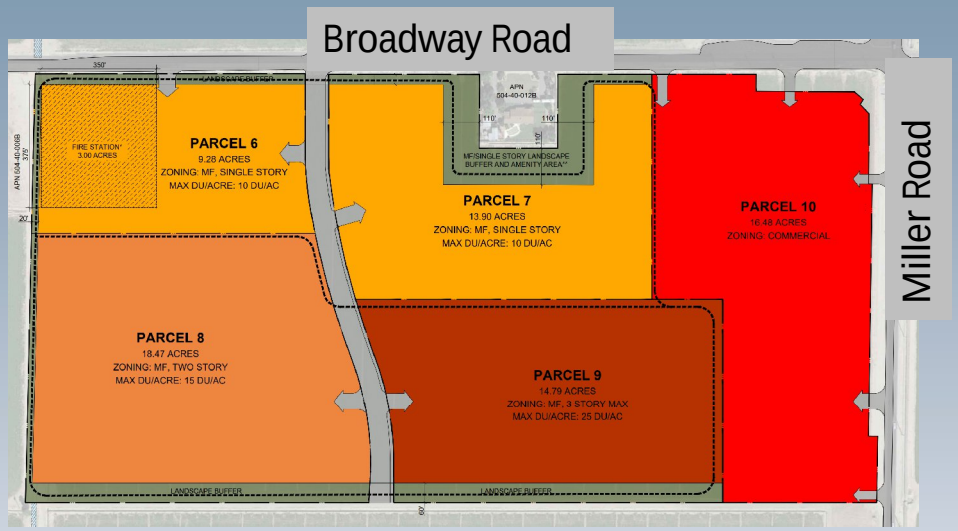
CMPA Request

- Establishes Development Standards for Multi-Family Residential based on MF-2 district, with exceptions:
  - Densities capped
  - Building heights/stories capped
  - Maximum lot coverage reduced (95 percent to 80 percent)
  - Landscape buffering adjacent to single-family residences increased (20’ to 110’ surrounding homestead parcel and 60 feet from planned lots to the south)
  - Streetside landscape setback increased (25’ to 30’)



CMPA Request

- Ties commercial development to the C-2 district, with exceptions:
  - Drive-throughs restricted to a maximum of four
  - Thrift stores and dollar stores prohibited
  - Streetside landscape setback reduced (25’ to 5’)
  - Front building setback increased (0’ to 10’)
  - Building setback to single-family residential lot lines decreased (50’ to 0/10’)
  - Landscape Buffer adjacent to single-family residential decreased (20’ to 5’)



Development Agreement Request

- Required by Development Code
- Most significant components of the proposed DA:
  - Dedication, design, and construction obligations related to Miller Road and Broadway Road improvements
  - Dedication, design, and construction obligations related to the approximate 3-acre Fire Station site at the northwest corner of the subject property

Analysis

- Consistent with General Plan
- Housing demand expected to increase significantly with planned employment projects (e.g. Kore Power, Ross, etc.)
- Will diversify the City's housing portfolio to attract residents with different housing preferences
- Preserves the commercial corner, supporting development of the Miller/Broadway intersection as a major commercial node for residents in the area
- Fire station site (if needed by FD) will improve response times in the vicinity of the project

Analysis

- Standard modifications intended to enhance compatability between MFR and SFR.
- Defines architectural requirements, providing for a modern agrarian architectural style intended to complement the City's heritage and the existing semi-rural character of the area
- Access and open space requirements unchanged
- To be served by City water and sewer; system improvements as part of Copper Falls development
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: February 15, 2023 at Bales Elementary School
  - Approximately 13 attendees
  - Concerns regarding increased traffic, emergency response times, school capacity, changing neighborhood character, crime, water/sewer impacts, and housing demand
  - Portions of the proposal were revised in response to feedback
- Written correspondence from five citizens opposed to the CMP Amendment
- Applicant meeting with Northwood Park Estates on December 10th
  - Subsequent reductions in density and height; developer to construct wall for 13 Northwood Park Estates lots adjacent to Broadway
- Planning & Zoning Commission recommended approval of the CMPA, 7-0, on December 12, 2023; 11 speakers during public hearing
- All required notices completed in accordance with requirements
  - 500-foot mailing
  - Signs posted on property
  - Legal advertisements in Arizona Republic

Recommendation

Copper Falls III CMPA and DA - PLZZ-22-00025

Conduct a public hearing and APPROVE subject to conditions (a) through (jj)

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

SECOND AMENDED DEVELOPMENT AGREEMENT
COMMUNITY MASTER PLAN AMENDMENT NO. 2
(Copper Falls)

1. Date. The effective date of this Second Amended Development Agreement ("Agreement") is March 19, 2024 (the "Effective Date").

2. Parties. The parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation ("City")

(b) GM GABRYCH FAMILY LP, a California limited partnership ("GM Gabrych")

PULTE HOME COMPANY, LLC, a Michigan limited liability company ("Pulte")

MELCOR DEVELOPMENTS ARIZONA INC., an Arizona corporation ("Melcor")

FORESTAR (USA) REAL ESTATE GROUP, INC., a Delaware corporation ("Forestar")

AG EHC II (NWHM) MULTI STATE 4, LLC, a Delaware limited liability company ("New Home")

D.R. HORTON, INC., a Delaware Corporation ("DR Horton")

(GM Gabrych, Pulte, Melcor, Forestar, New Home, and DR Horton may each be referred to as an "Owner," and collectively, the "Owners")

3. Background. The following is the background to this Agreement:

(a) B Bar G Farms, LLP, an Arizona limited liability partnership ("B Bar G"),

Triyar Buckeye Holdings, LLC, an Arizona limited liability company ("Triyar"), KB Home Phoenix Inc., an Arizona corporation ("KB") and the City were parties to that certain Development Agreement dated October 18, 2005 and recorded on October 27, 2005 in the Official Records of the Maricopa County Recorder at Document No. 20051618966 (the "Original Agreement").

(b) The Original Agreement concerned the development of approximately 275 acres of land located in the City of Buckeye, Arizona, which land is more particularly described and depicted on the attached **Exhibit A** (the "Land").

(c) B Bar G, Triyar, TGV Investments, LLC, an Arizona limited liability corporation ("TGV"), and the City were parties to that certain Amended and Restated Development Agreement dated May 21, 2019 and recorded on June 20, 2019 in the Official Records of the Maricopa County Recorder at Document No. 20190462258 (the "First Amended Agreement").

(d) GM Gabrych now owns the portion of the Land more particularly described on the attached **Exhibit B** (the "GM Gabrych Parcel"). Pulte owns that portion of the Land described in the attached **Exhibit C** (the "Pulte Parcel"). DR Horton owns that portion of the Land described on the attached **Exhibit D** (the "DR Horton Parcel"). Melcor owns that portion of the Land described on the attached **Exhibit E** (the "Melcor Parcel"). New Home owns that portion of the Land described on the attached **Exhibit F** (the "New Home Parcel").

(e) Pursuant to the City of Buckeye Development Code and the terms of the Original Agreement, as amended, the Parties now seek to amend the First Amended Agreement and the Copper Falls Community Master Plan (the "CMP") with regard to the GM Gabrych Parcel (Exhibit B) as set forth in this Agreement.

(f) On March 19, 2024 by Ordinance No. 06-24, (the "Ordinance") the City approved this Agreement and the CMP.

4. Agreement. For good and valuable consideration, the City and Owners agree as is more specifically set forth in this Agreement.

5. Effect of Amendment. Except as otherwise expressly provided in this Agreement, the provisions of the Original Agreement and the First Amended Agreement are affirmed and ratified and all terms and conditions shall remain in full force and effect and shall apply to the Land.

6. Amendment to the Copper Falls Community Master Plan. Subject to the Conditions of Approval set forth on Exhibit C to Ordinance No. 06-24, the Copper Falls Community Master Plan is hereby amended as to the GM Gabrych Parcel only, and as described in PLZZ-22-00025.

7. Infrastructure.

(a) Owner/Developer of the GM Gabrych Parcel is required to pay or reimburse half of the traffic signal costs for a non-regional signal at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road. This payment/reimbursement shall be made at the time of site plan or pavement improvement plan permitting that connects the site to Miller Road at the Fry's shared signal.

(b) At no cost to the City, the Owner/Developer of the GM Gabrych Parcel shall make half street improvements to Broadway Road that span the full width of the Second Amendment area, including the frontage of Parcel No. 504-40-012B and the land to be dedicated to the City for the Public Safety Facility as set forth in Section 8. These offsite improvements to Broadway Road shall be constructed at the time 254th Avenue is connected to Broadway Road.

(c) GM Gabrych shall work with Roosevelt Irrigation District to underground the delivery and tail water ditch to serve the outparcel along Broadway Road at the time of roadway widening of Broadway Road.

8. **Dedication of Land for the Public Safety Facility.** At no cost to the City, and at the time of, or prior to, submission of any final plat for approval within the Second Amendment area, GM Gabrych shall dedicate a real property parcel of the Land (exclusive of streets and other publicly dedicated parts of the Land) for a Public Safety Facility. Land to be dedicated for the Public Safety Facility shall be a minimum of three (3) acres of buildable land, with no less than three hundred (300) feet of roadway frontage. The location shall be provided as shown on the attached **Exhibit G**.

9. **Representations and Warranties.** As of the date of the execution of this Agreement, the parties represent and warrant to each other as follows:

(a) By each Owner respectively for itself only:

(i) Owner is a limited partnership, limited liability company, or a corporation duly formed and in good standing in their respective States of incorporation or formation and duly qualified to do business in Arizona.

(ii) Owner has the authority, including the person signing for each Owner, and the right to enter into this Agreement as authorized by the limited partners or members of the Owners at duly noticed meetings at which quorums were present.

(iii) Owner is not prohibited from executing this Agreement by any law, rule, regulation, instrument, agreement, order or judgment.

(iv) Owner has not relied on any representations or warranties of City other than those expressly set forth in this Agreement.

(b) By City:

(i) The Ordinance was approved and enacted at a duly noticed and held public meeting by the City Council, at which a quorum was present and the execution of this Agreement was authorized.

10. **Counterparts.** This Agreement may be executed in counterparts.

11. **Waiver of Claims.** Owners and all other parties having an interest in the Land intend encumber the Land with the following agreements and waivers. Owners agree and consent to all the conditions imposed by this Agreement, and by signing this Agreement waive any and all claims, suits, damages, compensation and causes of action for diminution in value of the Land the Owners of the Land may have now or in the future under the provisions of A.RS. Sections 12-1134 through and including 12-1136 resulting from this Agreement.

12. **Indemnity**. GM Gabrych (and its successors or assigns), shall indemnify, defend and hold harmless the City and each council member, officer, official or employee of the City (any such person being herein called an **"Indemnified Party"),** for, from, and against any and all losses, claims, damages, liabilities costs and expenses (including reasonable attorneys' fees) to which any such Indemnified Party may become subject, at law or in equity or otherwise **("Claims"),** insofar as such Claims (or actions in respect thereof) arise out of or are based upon the provisions of this Second Amendment, except for those Claims which have been adjudicated to be caused by the City's gross negligence or intentional misconduct. An Indemnified Party shall, promptly after the receipt of written notice or actual knowledge of a Claim against such Indemnified Party in respect of which indemnification may be sought against GM Gabrych, notify GM Gabrych (as provided in Section 13 below) in writing of such Claim, provided that the failure of the Indemnified Party to give written notice of such Claim shall not relieve GM Gabrych from its obligations under this Section except to the extent that such failure prejudices the defense of such action or proceeding by GM Gabrych. The Indemnified Party, at its expense, may employ separate counsel and participate in the defense. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify GM Gabrych of the commencement thereof, GM Gabrych shall promptly assume the defense thereof, with counsel satisfactory to such Indemnified Party and GM Gabrych. If GM Gabrych promptly assumes the defense of any such Claim and pays all costs incurred in connection therewith, it will not be liable to such Indemnified Party under this Section for any legal or other expenses incurred by such Indemnified Party separately in connection with the defense thereof. If GM Gabrych does not promptly assume the defense of any such action after written notice from the Indemnified Party, until it does assume the defense of such action, the Indemnified Party shall have the right to direct the defense of such action on behalf of such Indemnified Party and settle the action without the consent or approval of GM Gabrych and GM Gabrych shall pay any settlement amounts and all reasonable attorneys' fees and other costs and expenses incurred in the defense and settlement of any such action. At any time after an Indemnified Party receives a notice of Claim for which indemnification is required under this Agreement, the City may require GM Gabrych to provide the City, within thirty (30) days after written notice from the City, with such financial assurance(s) as the City may require, in its reasonable discretion, sufficient to guarantee the performance of any of the indemnity obligations under this Agreement that are the subject of the notice of Claim.

13. **Notices.** All notices requests, waivers, approvals, acceptances or other communications under this Agreement shall be in writing and shall be deemed given when personally delivered or two days after mailing by certified mail, return receipt requested and postage prepaid, to the addresses set forth below:

(a)	For City:	Dan Cotterman, City Manager City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326
	With a copy to:	K. Scott McCoy, City Attorney City of Buckeye 530 East Monroe Avenue Buckeye, Arizona 85326
(b)	Owners:	GM Gabrych Family, LP 16700 N. Thompson Peak Parkway Suite 230 Scottsdale, Arizona 85260

With a copy to:	Pulte Home Company, LLC 16767 N. Perimeter Drive, Suite 100 Scottsdale, Arizona 85260
With a copy to:	Melcor Developments Arizona, Inc. 6930 E. Chauncy Lane Suite 135 Scottsdale, Arizona 85254
With a copy to:	Forestar (USA) Real Estate Group, Inc. 1661 E. Camelback Road Suite 330 Phoenix, Arizona 85016
With a copy to:	AG EHC II (NWHM) MULTI STATE 4, LLC 8501 N. Scottsdale Road Suite 280 Phoenix, Arizona 85253
With a copy to:	D.R. Horton, Inc. 7689 E. Pinnacle Peak Road Suite 200 Scottsdale, Arizona 85255

14. **Signature.** The parties have executed this Agreement as of the Effective Date.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

CITY:

CITY OF BUCKEYE, ARIZONA

By:_____

Eric W. Orsborn, Mayor

ATTEST:

_____

Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____

K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ___ day of _____, 2024, before me personally appeared Eric W. Orsborn, Mayor of the CITY OF BUCKEYE, ARIZONA, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the Agreement on behalf of the City.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of Arizona

OWNERS:

GM GABRYCH FAMILY LP,

a California limited partnership

By:_____

Name:_____

Its:_____

STATE OF CALIFORNIA
COUNTY OF _____

On this ___ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of California

PULTE HOME COMPANY, LLC

a Michigan limited liability company

By:_____

Name:_____

Its:_____

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of _____

MELCOR DEVELOPMENTS ARIZONA INC.,

an Arizona corporation

By:_____

Name:_____

Its:_____

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ___ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of Arizona

FORESTAR (USA) REAL

ESTATE GROUP, a Delaware

corporation,

By:_____

Name:_____

Its:_____

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of _____

AG EHC II (NWHM) MULTI STATE 4, LLC

a Delaware limited liability company

By:_____

Name:_____

Its:_____

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of _____

D.R. Horton, INC.

a Delaware corporation,

By:_____

Name:_____

Its:_____

STATE OF _____
COUNTY OF _____

On this ___ day of _____, 2024, before me personally appeared _____, the _____, of _____, a _____, whose identity was proven to me on the basis of satisfactory evidence to be the person who he or she claims to be, and acknowledged that he/she signed the Agreement on behalf of the company.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

(Seal and Expiration Date)

_____

Notary Public in and for the State of _____

EXHIBIT A

(Legal Description and Depiction of the

CMP Land)

See following page(s).

PARCEL DESCRIPTION
Copper Falls
Overall Boundary

A parcel of land lying within the east half of Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at the east quarter corner of said section, a 3-inch Maricopa County Highway Department (M.C.D.O.T.) brass cap in handhole, from which the northeast corner of said section, a 3-inch M.C.D.O.T. brass cap in handhole, bears North 00°38'10" East (basis of bearing), a distance of 2630.17 feet; **THENCE** along the east line of said section, South 00°38'11" West, a distance of 2618.75 feet, to the southeast corner of said section;
THENCE leaving said east line, along the south line of said section, South 88°41'26" West, a distance of 1304.08 feet, to the southeast corner of the southwest quarter of the southeast quarter of said section;
THENCE leaving said south line, along the east line of said southwest quarter of the southeast quarter, North 00°44'27" East, a distance of 1323.74 feet to the northeast corner of said southwest quarter of the southeast quarter;
THENCE leaving said east line, along the north line of said southwest quarter of the southeast quarter, South 89°19'08" West, a distance of 1301.26 feet, to the northwest corner of said southwest quarter of the southeast quarter and the north-south mid-section line of said section;
THENCE leaving said north line, along said north-south mid-section line, North 00°50'35" East, a distance of 1338.09 feet, to the center of said section, a P.K. nail with tag RLS 21081;
THENCE continuing along said north-south mid-section line, North 00°50'45" East, a distance of 2611.80 feet, to the north quarter corner of said section;
THENCE leaving said north-south mid-section line, along the north line of said section, North 89°32'24" East, a distance of 2587.92 feet, to the northeast corner of said section;
THENCE leaving said north line, along the east line of said section, South 00°38'10" West, a distance of 2630.17 feet, to the **POINT OF BEGINNING.**

Containing 11,949,059 square feet or 274.3126 acres, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of June, 2018. Any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey.

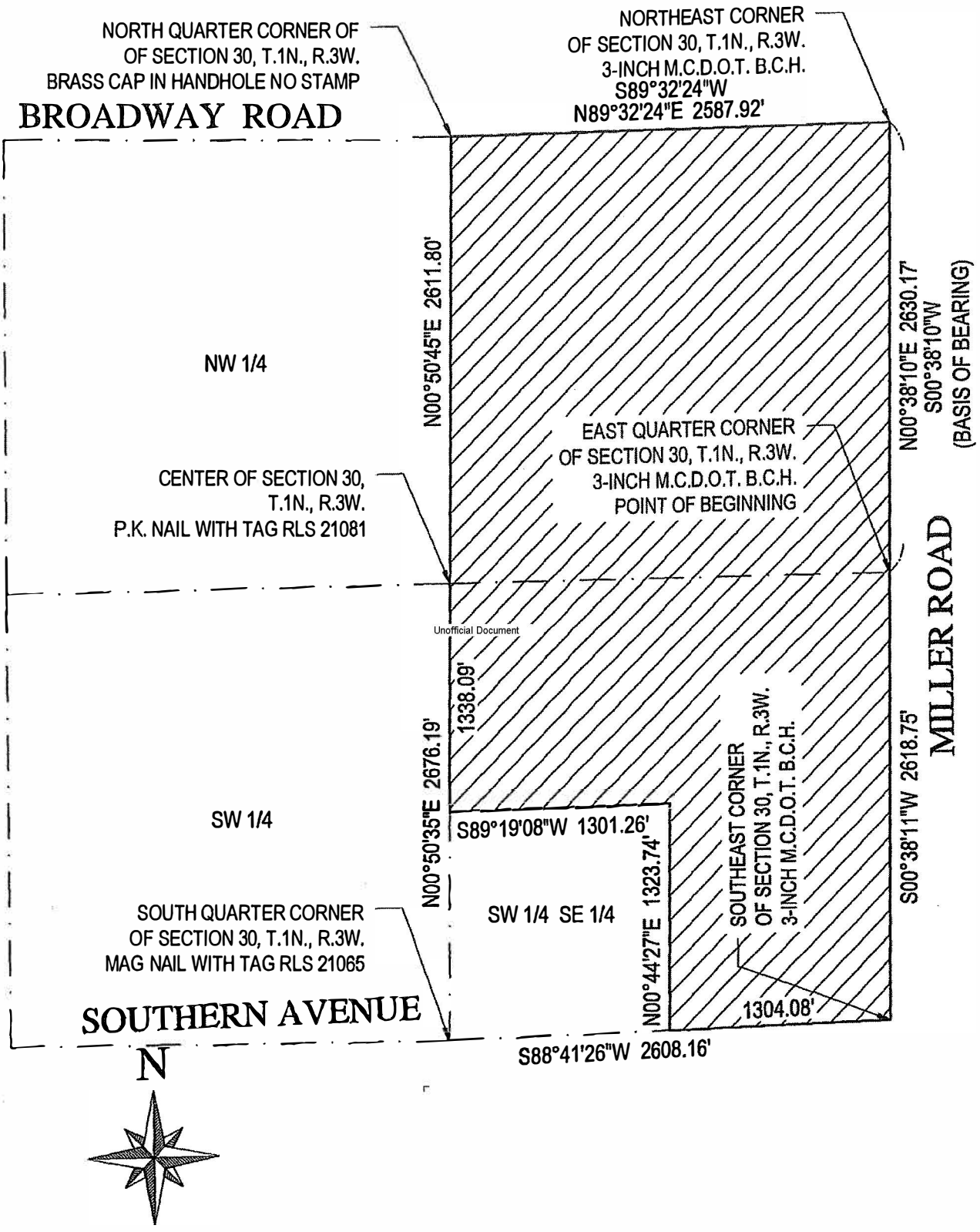

NORTH QUARTER CORNER OF
OF SECTION 30, T.1N., R.3W.
BRASS CAP IN HANDHOLE NO STAMP
NORTHEAST CORNER
OF SECTION 30, T.1N., R.3W.
3-INCH M.C.D.O.T. B.C.H.
S89°32'24"W
N89°32'24"E 2587.92'
BROADWAY ROAD
N00°50'45"E 2611.80'
NW 1/4
N00°38'10"E 2630.17'
S00°38'10"W
(BASIS OF BEARING)
EAST QUARTER CORNER
OF SECTION 30, T.1N., R.3W.
3-INCH M.C.D.O.T. B.C.H.
POINT OF BEGINNING
CENTER OF SECTION 30,
T.1N., R.3W.
P.K. NAIL WITH TAG RLS 21081
Unofficial Document
1338.09'
N00°50'35"E 2676.19'
SW 1/4
S89°19'08"W 1301.26'
SOUTHEAST CORNER
OF SECTION 30, T.1N., R.3W.
3-INCH M.C.D.O.T. B.C.H.
MILLER ROAD
S00°38'11"W 2618.75'
SOUTH QUARTER CORNER
OF SECTION 30, T.1N., R.3W.
MAG NAIL WITH TAG RLS 21065
SW 1/4 SE 1/4
N00°44'27"E 1323.74'
1304.08'
SOUTHERN AVENUE
S88°41'26"W 2608.16'
N

EXHIBIT B

(Legal Description of GM Gabrych Parcel)

See following page(s).

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The North 1317.35 feet of the Northeast quarter of Section thirty (30), Township one (1) North, Range three (3) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 33 feet thereof; and

EXCEPT the East 40 feet thereof; and

EXCEPT the Northwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 30; and

EXCEPT that portion conveyed to the City of Buckeye, Arizona in Special Warranty Deed recorded June 28, 2021 as Document No. 2021-0708538 of Official Records.

PARCEL NO. 2:

The North 10 feet of that certain parcel of land described in Document No. 2014-0565578, Maricopa County Records (MCR), lying within Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 30, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the Northeast corner of said Section, a 3- inch MCDOT brass cap in handhole, bears North 00°38'10" East (basis of bearing), a distance of 2630.17 feet;

Thence along the East line of said Section, North 00°38'10" East, a distance of 1312.58 feet, to the Easterly prolongation of the North line of said certain parcel of land;

Thence leaving said East line, along said prolongation, South 89°32'24" West, a distance of 40.01 feet, to the Northeast corner of said certain parcel of land and the POINT OF BEGINNING;

Thence leaving said prolongation, along the East line of said certain parcel of land, South 00°38'10" West, a distance of 10.00 feet, to the South line of the North 10 feet of said certain parcel of land;

Thence leaving said East line, along said South line, South 89°32'24" West, a distance of 2552.78 feet, to the West line of said certain parcel of land;

Thence leaving said South line, along said West line, North 00°50'45" East, a distance of 10.00 feet, to the Northwest corner of said certain parcel of land;

Thence leaving said West line, along the North line of said certain parcel of land, North 89°32'24" East, a distance of 2552.74 feet, to the POINT OF BEGINNING.

EXHIBIT C

(Legal Description of Pulte Parcel)

See following page(s).

Block 2, of COPPER FALLS PARCEL 1, according to the plat recorded in Book 1634 of Maps, page 35, records of Maricopa County, Arizona;

EXCEPT the east 40 feet lying north of the dedicated right of way for Miller Road as shown on said Copper Falls Parcel 1 final plat recorded in Book 1634 of Maps, page 35, records of Maricopa County, Arizona; and

EXCEPT the north 10 feet of that certain parcel of land described in Recording No. 2014-0565578 and conveyed in Special Warranty Deed in Recording No. 2021-11331969 Maricopa County Records (MCR), lying within Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the east quarter corner of said Section 30, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the northeast corner of said section, a 3-inch MCOT brass cap in handhole, bears North 00°38'10 East (basis of bearing), a distance of 2630.17 feet;

THENCE along the east line of said section, North 00°38'10 East, a distance of 1312.58 feet, to the easterly prolongation of the north line of said certain parcel of land;

THENCE leaving said east line, along said prolongation, South 89°32’24” West, a distance of 40.01 feet, to the northeast corner of said certain parcel of land and the POINT OF BEGINNING;

THENCE leaving said prolongation, along the east line of said certain parcel of land, South 00°38’10” West, a distance of 10.00 feet, to the south line of the north 10 feet of said certain parcel of land;

THENCE leaving said west line, along the north line of said certain parcel of land, North 89°32’24” East, a distance of 2552.74 feet, to the POINT OF BEGINNING.

EXHIBIT D

(Legal Description of DR Horton Parcel)

See following page(s).

(Legal Description of the Property)

Lots 106 through 112, inclusive, as show on the Final Plat of "Copper Falls Parcel I" recorded on December 9, 2021, in Book 1634, Page 35, as Instrument No. 2021-1305740, of the official records of the Maricopa County Recorder, State of Arizona;

Lots 267 through 325, inclusive as shown on the Final Plat of "Copper Falls Parcel 2" recorded on December 21, 2021, in Book 1636, Page 39, as Instrument No. 2021-1352677, of the official records of the Maricopa County Recorder, State of Arizona;

Lots 182 through 208, inclusive, as shown on the Final Plat of "Copper Falls Parcel 2" recorded on December 21, 2021, in Book 1636, Page 39, as Instrument No. 2021-1352677, of the official records of the Maricopa County Recorder, State of Arizona; and

Lots 209 through 206, inclusive, as shown on the Final Plat of "Copper Falls Parcel 2" recorded on December 21, 2021, in Book 1636, Page 39, as Instrument No. 2021-1352677, of the official records of the Maricopa County Recorder, State of Arizona.

EXHIBIT E

(Legal Description of Melcor Parcel)

See following page(s).

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

ALL OF THE EAST HALF;

EXCEPT THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER; AND

EXCEPT THE EAST 40 FEET; AND

EXCEPT THE SOUTH 33 FEET; AND

EXCEPT THE NORTH 1317.35 FEET OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA; AND

FURTHER EXCEPT THEREFROM A PARCEL OF LAND SITUATE IN A PORTION OF THE EAST HALF OF SECTION 30, TOWNSHIP 1 NORTH, RANGE 3 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 30, MONUMENTED BY A BRASS CAP IN A DIRT HOLE, FROM WHICH THE SOUTHEAST CORNER OF SAID SECTION 30, MONUMENTED BY A BRASS CAP IN A DIRT HOLE BEARS AS A BASIS OF BEARINGS SOUTH 00 DEGREES 38 MINUTES 11 SECONDS WEST, A DISTANCE OF 2618.70 FEET;

THENCE SOUTH 00 DEGREES 38 MINUTES 11 SECONDS WEST, ALONG THE EASTERLY LINE OF THE SOUTHEAST CORNER OF SAID SECTION 30, A DISTANCE OF 1601.21 FEET;

THENCE NORTH 89 DEGREES 21 MINUTES 49 SECONDS WEST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST, A DISTANCE OF 599.42 FEET;

THENCE SOUTH 44 DEGREES 39 MINUTES 05 SECONDS WEST, A DISTANCE OF 266.22 FEET;

THENCE SOUTH 00 DEGREES 37 MINUTES 21 SECONDS WEST, A DISTANCE OF 834.54 FEET TO A POINT LYING ON THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 88 DEGREES 41 MINUTES 11 SECONDS WEST, ALONG SAID SOUTHERLY LINE, A DISTANCE OF 454.82 FEET;

THENCE NORTH 00 DEGREES 44 MINUTES 31 SECONDS EAST, A DISTANCE OF 1323.77 FEET;

THENCE SOUTH 89 DEGREES 19 MINUTES 03 SECONDS WEST, A DISTANCE OF 1301.31 FEET TO A POINT LYING ON THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 30;

THENCE NORTH 00 DEGREES 50 MINUTES 42 SECONDS EAST, ALONG SAID WESTERLY LINE, A DISTANCE OF 1338.20 FEET TO THE CENTER OF SAID SECTION 30, MONUMENTED BY A PK NAIL;

THENCE CONTINUING NORTH 00 DEGREES 50 MINUTES 42 SECONDS EAST, ALONG THE WESTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30, A DISTANCE OF 1294.15 FEET;

THENCE NORTH 89 DEGREES 32 MINUTES 37 SECONDS EAST, A DISTANCE OF 2592.85 FEET TO A POINT LYING ON THE EASTERLY LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30;

THENCE SOUTH 00 DEGREES 38 MINUTES 16 SECONDS WEST, ALONG SAID EASTERLY LINE, A DISTANCE OF 1312.52 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 30, SAID POINT BEING THE POINT OF BEGINNING.

EXCEPT THE EAST 40 FEET; AND

EXCEPT THE SOUTH 33 FEET.

EXCEPTING THEREFROM THAT PORTION CONVEYED TO THE CITY OF BUCKEYE, ARIZONA, AN ARIZONA MUNICIPAL CORPORATION BY SPECIAL WARRANTY DEED RECORDED FEBRUARY 16, 2021 AS INSTRUMENT NO. 2021-0170205, OF OFFICIAL RECORDS

EXHIBIT F

(Legal Description of New Home Parcel)

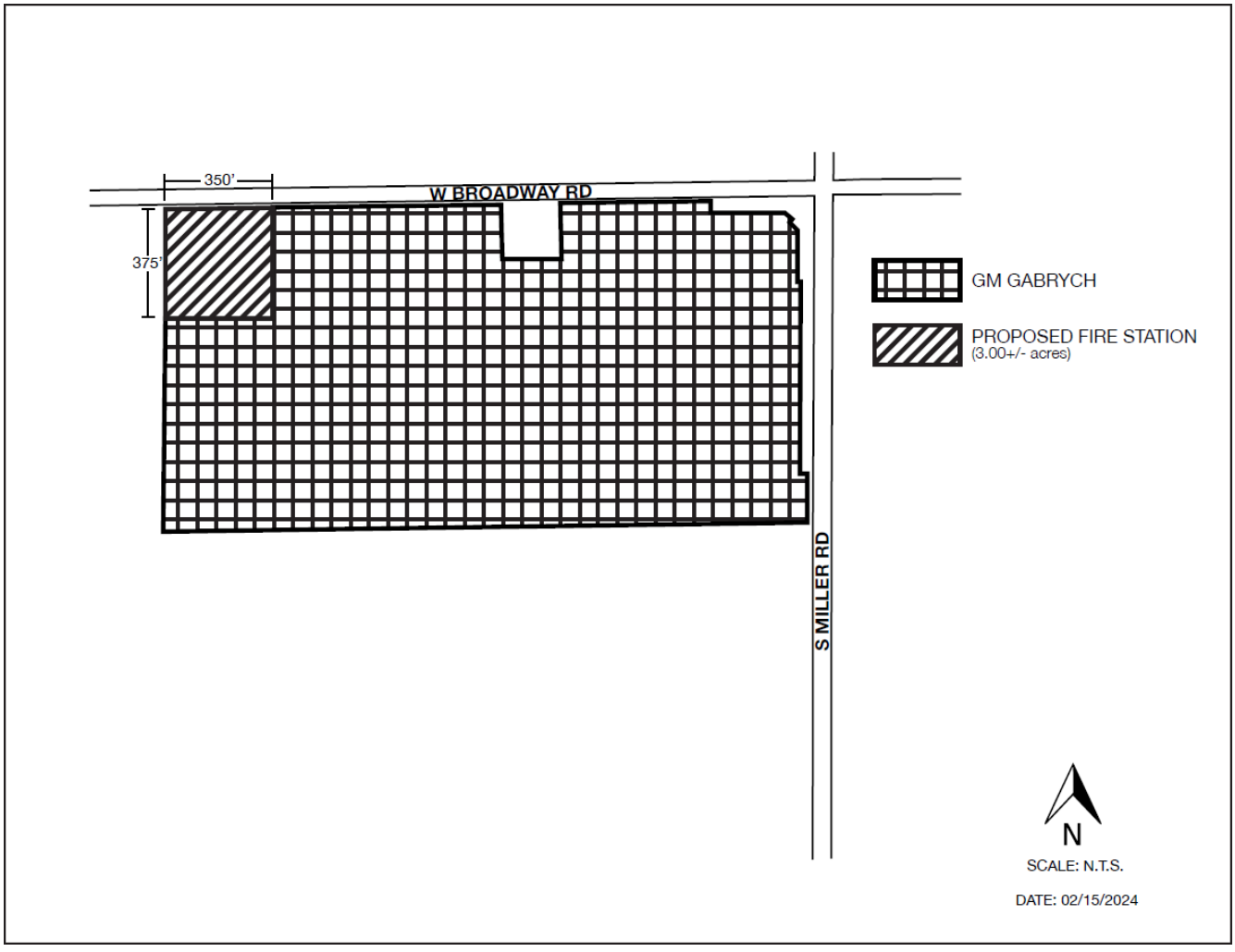
See following page(s).

(Legal Description of the Property)

Lots 1 through 105, inclusive, and 113 through 181, inclusive, as shown on the Final Plat of "Copper Falls Parcel 1" recorded on December 9, 2021, in Book 1634, Page 35, as Instrument No. 2021-1305740, of the official records of the Maricopa County Recorder, State of Arizona.

EXHIBIT G

Depiction of Public Safety Facility Location



WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 06-24

AN ORDINANCE OF THE MAYOR AND CITY COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, APPROVING AN AMENDMENT TO THE COPPER FALLS COMMUNITY MASTER PLAN AS DESCRIBED IN CASE NUMBER PLZZ-22-00025; APPROVING THE SECOND AMENDED DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE, ARIZONA, GM GABRYCH FAMILY LP, PULTE HOME COMPANY, LLC, MELCOR DEVELOPMENTS ARIZONA INC., FORESTAR (USA) REAL ESTATE GROUP, INC., AG EHC II (NWHM) MULTI STATE 4, LLC, AND D.R. HORTON, INC., CONCERNING THE DEVELOPMENT OF THE NORTHERNMOST APPROXIMATELY 72.3 ACRES OF THE COPPER FALLS COMMUNITY MASTER PLAN; AND AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE DEVELOPMENT AGREEMENT.

WHEREAS, the City of Buckeye ("City") Development Code requires that approval of a Community Master Plan ("CMP") or a Major Amendment to a CMP be adopted by the Mayor and City Council as part of an approved development agreement between the City and the appropriate party(ies); and

WHEREAS, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and

WHEREAS, the proposed Amendment to the Copper Falls CMP, Case No. PLZZ-22-00025, applies to approximately 72.3 acres of real property legally described in **Exhibit A**, attached hereto; and

WHEREAS, the proposed Amendment to the Copper Falls CMP, Case No. PLZZ-22-00025, was properly noticed for public hearings, and the necessary hearings were conducted on December 12, 2023 and March 19, 2024; and

WHEREAS, the proposed CMP Amendment will enhance the welfare of the community by providing additional housing and commercial options, it will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on December 12, 2023, and recommended approval of this CMP Amendment.

NOW THEREFORE BE IT ORDAINED, by the Mayor and City Council of the City of Buckeye, Arizona, as follows:

Section 1. The recitals set forth above are incorporated as if fully set forth herein.

Section 2. The Amendment to the Copper Falls CMP set forth in Case PLZZ-22-00025, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit B**, incorporated herein by this express reference.

Section 3. The Second Amended Development Agreement dated March 5, 2024 between the City of Buckeye, Arizona, GM Gabrych Family LP, Pulte Home Company, LLC, Melcor Developments Arizona Inc., Forestar (USA) Real Estate Group, Inc., AG EHC II (NWHM) Multi State 4, LLC and D.R. Horton, Inc. is hereby approved in substantially the form and substance on file with the City Clerk.

Section 4. The Mayor is authorized to sign the Second Amended Development Agreement, and the Mayor, City Manager, City Clerk, and the City Attorney are hereby authorized and directed to take all steps to execute all documents and take all steps necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of March, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE 06-24

[Legal Description]

(See Following Page)

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF MARICOPA, STATE OF ARIZONA, AND IS DESCRIBED AS FOLLOWS:

PARCEL NO. 1:

The North 1317.35 feet of the Northeast quarter of Section thirty (30), Township one (1) North, Range three (3) West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;
EXCEPT the North 33 feet thereof; and EXCEPT the East 40 feet thereof; and
EXCEPT the Northwest quarter of the Northwest quarter of the Northeast quarter of the Northeast quarter of said Section 30; and
EXCEPT that portion conveyed to the City of Buckeye, Arizona in Special Warranty Deed recorded June 28, 2021 as Document No. 2021-0708538 of Official Records.

PARCEL NO. 2:

The North 10 feet of that certain parcel of land described in Document No. 2014-0565578, Maricopa County Records (MCR), lying within Section 30, Township 1 North, Range 3 West, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at the East quarter corner of said Section 30, a 3-inch Maricopa County Department of Transportation (MCDOT) brass cap in handhole, from which the Northeast corner of said Section, a 3- inch MCDOT brass cap in handhole, bears North 00°38'10" East (basis of bearing), a distance of 2630.17 feet;

Thence along the East line of said Section, North 00°38'10" East, a distance of 1312.58 feet, to the Easterly prolongation of the North line of said certain parcel of land;

Thence leaving said East line, along said prolongation, South 89°32'24" West, a distance of 40.01 feet, to the Northeast corner of said certain parcel of land and the POINT OF BEGINNING;

Thence leaving said prolongation, along the East line of said certain parcel of land, South 00°38'10" West, a distance of 10.00 feet, to the South line of the North 10 feet of said certain parcel of land;

Thence leaving said East line, along said South line, South 89°32'24" West, a distance of 2552.78 feet, to the West line of said certain parcel of land;

Thence leaving said South line, along said West line, North 00°50'45" East, a distance of 10.00 feet, to the Northwest corner of said certain parcel of land;

Thence leaving said West line, along the North line of said certain parcel of land, North 89°32'24" East, a distance of 2552.74 feet, to the POINT OF BEGINNING.

EXHIBIT B
TO
ORDINANCE 06-24

[Conditions of Approval]

(See following pages)

a. Development of the property shall be in general conformance with the Copper Falls Community Master Plan entitled "Copper Falls Community Master Plan 2023" consisting of 52 pages dated October 23, 2023, except as modified by the following conditions.
b. Development of the property shall be in general conformance to the project narrative report entitled "Narrative for Major Amendment to Copper Falls Community Master Plan" consisting of 17 pages, dated May 31, 2023, except as modified by the following conditions.
c. The property owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of this approval.
d. The configuration and location of the Fire Station parcel shall be revised to provide a minimum of 350 feet of frontage on Broadway Road, with a minimum acreage of 3.0, as shown on the revised Conceptual Site Plan exhibit dated November 14, 2023, and received on November 21, 2023.
e. Maximum densities and heights/stories for the planned residential parcels shall be governed by the revised Conceptual Site Plan exhibit dated December 12, 2023 and received on December 12, 2023.
f. The "MF/Single Story Landscape Buffer and Amenity Area" provided where Parcel 7 abuts an existing homestead shall be as depicted on the plan dated November 14, 2023, and received on November 21, 2023. The types of open space amenities that may be provided in the 55-foot portion of the buffer closest to the existing single-family home shall be restricted to lower intensity amenities, such as passive trail systems or similar uses that do not create significant light or noise impacts on nearby residences. Active open space amenities may be allowed in the 55-foot portion of the buffer nearest to Parcel 7, including playgrounds, turf areas and other similar multi-family open space amenities. The lighting of these facilities may be appropriate as determined at the time of site plan review. The buffer shall be measured from the property line of the existing homestead.
g. Alternate permitted uses of the "fire station parcel" shall include public park, public library, and/or police station.
h. The property owner, at the time of the issuance of the first building permit for the development, shall install a six (6) foot high wall along the south property line of the thirteen (13) single-family lots on the north side of Broadway Road within Northwood Park Estates subdivision.

i. If the proposed CMPA is approved by the City Council, within 45 days of that approval, the applicant shall provide the Planning Division with revised versions of the "Copper Falls Community Master Plan" document and the "Narrative for Major Amendment to Copper Falls Community Master Plan" document, having updated any applicable text and maps within each document to reflect: 1) the revised fire station location and alternate uses per conditions (d) and (g), 2) the revised maximum densities and stories for residential parcels per condition (e), and 3) the updated buffer language per condition (f). Upon confirmation by staff that the revised documents address the requirements of this condition, those versions shall become the final, approved version of the CMP Amendment.

j. All projects are required to meet the most current adopted City of Buckeye (COB) Engineering Design Standards (EDS) as well as the most recent adopted MAG standards and specifications.

k. The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project.

l. All existing overhead power lines less than 69 kV capacity, or any other overhead utilities within the project area or along its boundaries, shall be installed underground.

m. Phasing of public infrastructure shall be subject to a phasing plan. Any residential parcel that receives permit for construction shall build the Broadway Road improvements as required in these conditions. Any commercial permit for construction shall construct the Miller Road improvements as required in these conditions and the portion of Broadway Road improvement that is adjacent to the commercial property, as approved by the City.

n. All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

o. The Owner/Developer shall submit a Traffic Impact Analysis at the time of Preliminary Plat or Site Plan for review and approval by the City. The Site Plan shall make all accommodations to comply with the final approved Traffic Impact Analysis.

p. Prior to permit issuance approval, the Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

q. All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix/Maricopa County hundred block grid alignment.

r. Collector streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

s. Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share of the "Regional Traffic Signal Costs", based on acreage, of the cost of up to nine (9) traffic signals to be installed within this section of land. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. The cost shall be based on an anticipated signal cost as determined by the City.

t. The Property Owner/Developer shall be responsible for the dedication and construction of all half-street right-of-way and improvements, at no cost to the City, for W Broadway Road to the north and S Miller Road to the East based on City of Buckeye standards.

u. In the event that access to and within a non-residential site located within the project is proven to be a threat to public safety and security, the Property Owner/Developer is responsible for revising the roadway and access layout to alleviate the City's concerns with respect to public safety and security. Any such changes will be considered a minor change to existing site plan approvals and shall be approved by the City.

v. The A bi-directional WB-50 truck routing, including wheel paths, is required to be shown for all driveways, drive isles, streets and other access ways. The diagram is required to have a continuous drive path and line segments are not allowed. This includes a 2-foot shy distance to the curbs.

w. The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. This includes utilizing non-potable water for construction before using City potable water.

x. To the extent allowed by law, all Type-I Non-irrigation and Irrigation Grandfathered Rights associated with the property shall be properly extinguished and the resulting extinguishment credits conveyed to the City of Buckeye or pledged to the City of Buckeye account at the Arizona Department of Water Resources prior to the issuance of any building permits.

y. The Property Owner/Developer shall allocate any surface water rights to the City prior to the issuance of any building permits.

z. The Property Owner/Developer shall notify the City's Water Resources Department of the location of any registered and unregistered wells on the property and the Property Owner/Developer and the City's Water Resources Department shall meet and confer to determine if the wells are beneficial or whether they shall be abandoned. Wells shall be abandoned by the Property Owner/Developer if the City's Water Resources Department determines that they present a health and safety hazard or are contributing to groundwater contamination and are not able to be rehabilitated, modified, or re-drilled to prevent the health and safety hazard or groundwater contamination. Abandonment of wells shall be performed pursuant to and in compliance with State law and shall be completed prior to the issuance of any building permits.

aa. The proposed open channel design is not following the City of Buckeye Engineering Design Standards. The applicant may work with the City for items such as lining, side slopes, depth, which may be approved conditionally. The preliminary master drainage report (PMDR) for Copper Falls does not provide language allowing deviations from the City's design standards.

bb. The Sewer Master Plan must verify that the Miller Road Sewer line between RID and Broadway has available capacity for the proposed land use based on the full tributary area.

cc. Approximately 196.70' of Frontage along Miller on the SEC of the development would need an additional 30' of ROW dedicated to match the Major Arterial section and line up with the ROW to the south (Copper Falls).

dd. The North South Street is 254th Avenue. 254th Ave shall be a minimum of 3 lane collector roadway and designed per the approved TIA at the time of site plan or subdivision plat approval.

ee. All streets and street cross-sections, public and private, shall be adjusted to accommodate the TIA once it is approved. The approved TIA will determine the east west roadway cross-section, which may be a private drive if supported in the TIA, as well as the connection to the main driveway and the intersection design that aligns to the proposed signal on Miller Road. Developer/Property Owner is required to install the traffic signal at 254th Ave and Broadway Road, when warranted.

ff. Due to the traffic related to the proposed density and proposed roadways/circulation dual westbound left turn lanes are needed on Broadway Road to 254th Ave or as determined by the approved TIA.

gg. Copper Falls shall match the location of the proposed signal/main driveway entrance at the Fry's development to the east if full access is desired from Miller Road. All other driveways on Miller Road shall meet City of Buckeye traffic engineering standards and requirements.

hh. Copper falls is required to pay/reimburse half of the traffic signal cost at Miller Road and the Fry's commercial center, including intersection modifications necessary for the commercial driveway approximately 800 feet south of Broadway Road.

ii. Copper Falls is required to improve the Broadway Road half street in front of the outparcel along Broadway Road per the original CMP.

jj. Copper Falls shall work with Roosevelt Irrigation District to underground the delivery and tail water ditch to serve the outparcel along Broadway Road.

CITY OF BUCKEYE
Regular Council Meeting
COUNCIL ACTION REPORT

MEETING DATE: 03/19/24	**AGENDA ITEM:** 6.A. DS - Ordinance No. 08-24 Terminating the Cipriani Community Master Plan Development Agreement dated September 2, 2008 and Approving the Buckeye Tech Corridor (formerly "Cipriani") Major Community Master Plan Amendment ("CMPA") and Development Agreement
DATE PREPARED: 03/18/24	**DISTRICT NO.:** No. 1
STAFF LIAISON: Ken Galica, Principal Planner, kgalica@buckeyeaz.gov, (623) 349-6214	
DEPARTMENT: Development Services	**AGENDA ITEM TYPE:** Public Hearing / Non Consent - New Business

ACTION/MOTION: (This language identifies the formal motion to be made by the Council)
Council to hold a public hearing and take action on Ordinance No. 08-24terminating the Development Agreement dated September 2, 2008 for the development of the Cipriani Community Master Plan on approximately 2106 acres of land generally located south of I-10 along Johnson Road; approving the Buckeye Tech Corridor (formerly “Cipriani”) Major Community Master Plan Amendment as described in Case Number PLZZ-23-0005 and the Development Agreement between the City of Buckeye and Cipriani Land Holdings, LLCc; authorizing the Mayor to sign all documents necessary to carry out the intent of this Ordinance; and, providing for repeal of conflicting ordinances and severability.

SUMMARY

PROJECT DESCRIPTION:

The Development Agreement approving the Cipriani Community Master Plan was approved by Council in September, 2008. The 2008 agreement defined both owner and City obligations toward development of what was at the time expected to be a residentially-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, 7 acres of open space, five school sites, a fire station site, and a police station site.

The property subject to the 2008 agreement is approximately 2,106 acres generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue. The property includes approximately 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust.

Both property owners have requested to terminate the Development Agreement and one owner, Cipriani Land Holdings, LLC has requested to enter into a new agreement as part of a requested amendment to the Cipriani CMP. The Zales’ property, located south and west of the southwest corner of I-10 and Johnson Road, is not included in the new CMP or 2024 Development Agreement at the request of the

property owners.

The Notice of Termination of the Development Agreement, signed by both owners, is attached.

Cassandra Ayres, Berry Riddell LLC, on behalf of property owner Cipriani Land Holdings, LLC, is requesting approval of Application PLZZ-23-00005, a request involving two components, as follows: 1) Request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,091-acre site with commercial and light industrial uses; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,091-acre site. Approval of these requests will facilitate development of the site with a technology-centered light industrial and commercial campus, resulting in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties.

Please see attached staff report and exhibits for additional information.

BENEFITS:
The infrastructure and facilities obligations identified within the 2008 Cipriani Development Agreement are based upon the assumption that the property would develop with a residentially-focused master planned community. With the vision for development of the property changing to a light industrial and commercial campus, a new development agreement is needed to reevaluate obligations regarding development of public infrastructure and facilities needed to serve the project.
Approval of these requests will result in development that is compatible with the nearby Buckeye Municipal Airport, contributes to the City's economic well-being, presents a high-quality aesthetic from the perspective of adjacent streets, and does not negatively impact surrounding properties, now or in the future.

Items related to a project or facility location must include an attached vicinity map for Council Review.
ATTACHMENTS:
PLZZ-23-00005 Dissolution 2008 DA - Council Staff Report - 031924.docx
Exhibit A - Aerial Vicinity Map (2008 DA Boundary).pdf
Exhibit B - Zoning Map (2008 DA Boundary).pdf
Exhibit C - General Plan Land Use Map (2008 DA Boundary).pdf
Cipriani 2008 DA Dissolution Council Presentation (3-19-24).pptx
Notice of Termination DA.Updated Date.pdf
PLZZ-23-00005_Buckeye_Tech_Corridor_CMP_and_DA__fka_Cipriani__-_Council_Staff_Report_-_031924.docx
Exhibit_A_-_Buckeye Tech Aerial_Vicinity_Map.pdf
Exhibit_B_-Buckeye Tech Zoning_Map.pdf
Exhibit_C_-_Buckeye Tech General_Plan_Land_Use_Map.pdf
Exhibit_D_-_Proposed_Buckeye_Tech_Corridor_CMP.pdf
Exhibit_E_-_Citizen_Participation_Report.pdf
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Ordinance_No._08-24.updated.pdf

Development Agreement Dissolution

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-23-00005
TITLE:	2008 Cipriani Development Agreement Dissolution
MEETING DATE:	March 19, 2024

Parties:	City of Buckeye Walter J. Zales, Jr. and Nancy K. Zales Trust Cipriani Holdings, LLC
Request:	Request to dissolve the 2008 Cipriani Development Agreement
District:	City Council District 2
Location:	Generally, on the southwest corner of Jackrabbit Trail and Broadway Road
Site size:	Approximately 2,106 acres
Recommendation:	Adopt Ordinance No. 08-24, dissolving the 2008 Cipriani Development Agreement between the City of Buckeye, the Walter J. Zales, Jr. and Nancy K. Zales Trust, and Cipriani Holdings, LLC

PROJECT DESCRIPTION:

1. A Development Agreement for the Cipriani Community Master Plan was approved and recorded in Fall of 2008. The 2008 agreement defined both owner and City obligations toward development of what was at the time expected to be a residentially-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, 276.7 acres of open space, five school sites, a fire station site, and a police station site.
2. The property subject to the 2008 agreement is approximately 2,106 acres generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue. The property includes approximately 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust.
3. A Major CMP Amendment for the Cipriani project, now called Buckeye Tech Corridor, is scheduled for consideration immediately after this item. The proposed CMPA establishes a significantly different vision for the property, shifting the focus from a residentially oriented master plan to that of a technology-centered commercial and light industrial campus.
4. The parties to the 2008 development agreement are proposing to dissolve the agreement in order to replace it with a new agreement tailored to the since-modified vision for development of the property.
5. The Zales' property, located south and west of the southwest corner of I-10 and Johnson Road, is not included in the new CMP or 2024 Development Agreement at the request of the Zales' trustees.

BACKGROUND:

6. *1992-2007:* The property was annexed in a piecemeal fashion via approval of over ten separate annexations between 1992 and 2007.
7. *December 2007:* Through Council approval of Ordinance 93-06, the property was rezoned to Planned Community (PC), an underlying zone intended to be guided by separate development approvals. The property was rezoned in anticipation that a separate Community Master Plan overlay would be processed and approved for the property.
8. *September 2008:* Through Council approval of Ordinance 65-08, the Cipriani Community Master Plan (CMP) overlay was approved to guide development of the property. The CMP provides for development of the site with a traditional, residential-focused master

planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The approved CMP also reserves up to five school sites, a fire station site, and a police station site.

AREA CONTEXT:

9. Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved desert and farmland	Master Planned Community and Business Commerce	Planned Community (PC) with Cipriani CMP overlay
North	Unimproved desert	Business Commerce and Neighborhood	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), and Rural Residential (RR)
East	Active farmland and unimproved desert	Employment, Business Commerce, Airport Activity Center, Rural, and Agriculture	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), Rural Residential (RR), and Planned Community (PC)
South	Unimproved desert and active farmland	Rural and Agriculture	General Commerce (GC), Planned Residential (PR), and Maricopa County Rural-43 (RU-43)
West	Unimproved desert	Master Planned Community (Desert Creek), Rural, Neighborhood, and Business Commerce	Planned Community (PC) with Desert Creek Community Master Plan (CMP) overlay, Maricopa County Rural-43 (RU-43)

ANALYSIS:

10. The infrastructure and facilities obligations identified within the 2008 agreement are based upon the assumption that the property would develop with a residentially-focused master planned community. With the vision for development of the property changing to a light industrial and commercial campus, a new development agreement is needed to reevaluate obligations regarding development of public infrastructure and facilities needed to serve the project.

RECOMMENDATION:

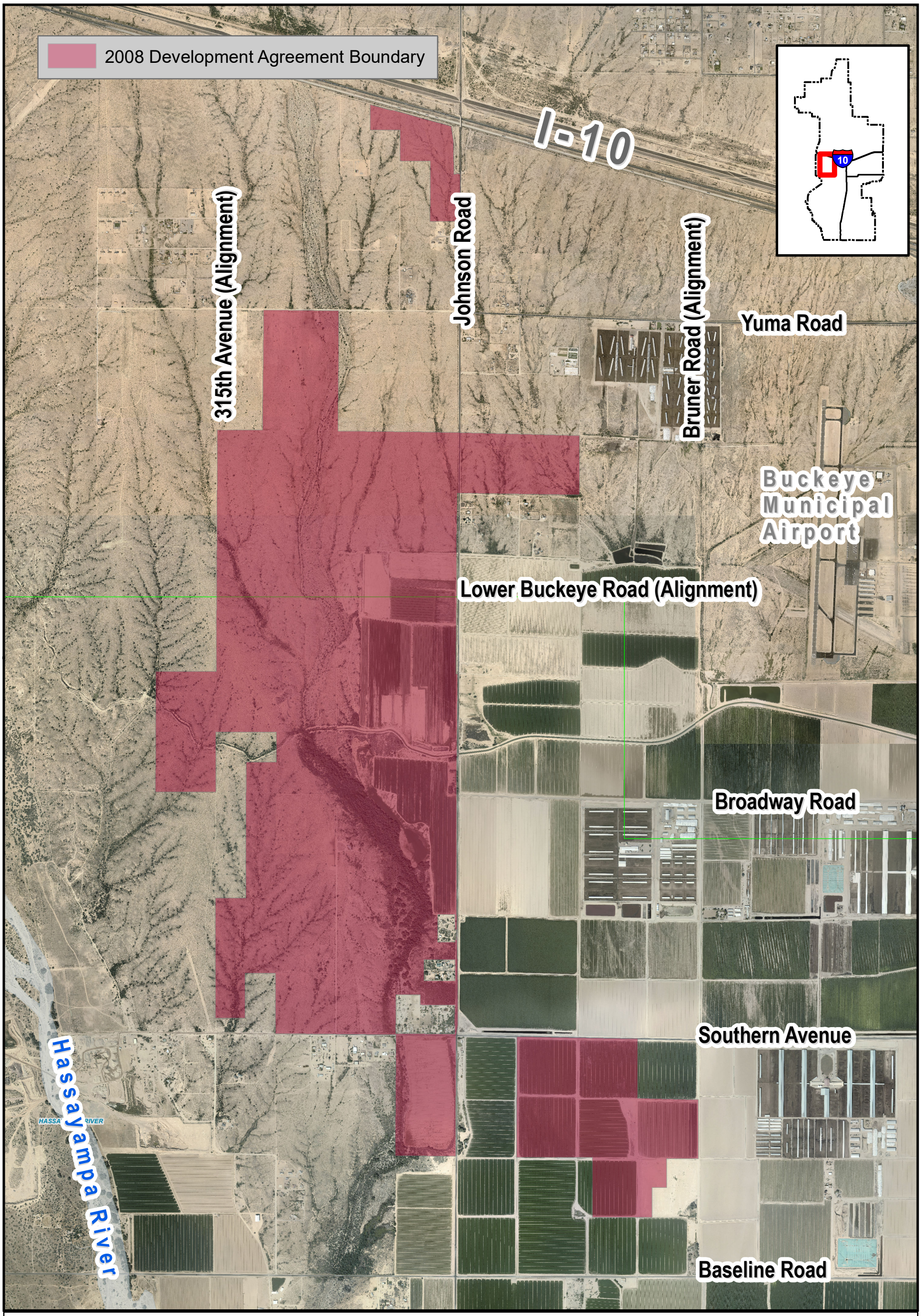
11. Staff recommends the Mayor and City Council conduct a public hearing and adopt Ordinance No. 08-24, dissolving the 2008 Cipriani Development Agreement.

ATTACHMENTS:

Exhibit A – Aerial Vicinity Map
Exhibit B – Zoning Map
Exhibit C – General Plan Land Use Map
Notice of Termination and Release of Development Agreement
Ordinance No. 08-24

Prepared by:
Ken Galica, Principal Planner

Reviewed by:
Adam Copeland, Deputy Planning Director



VICINITY MAP

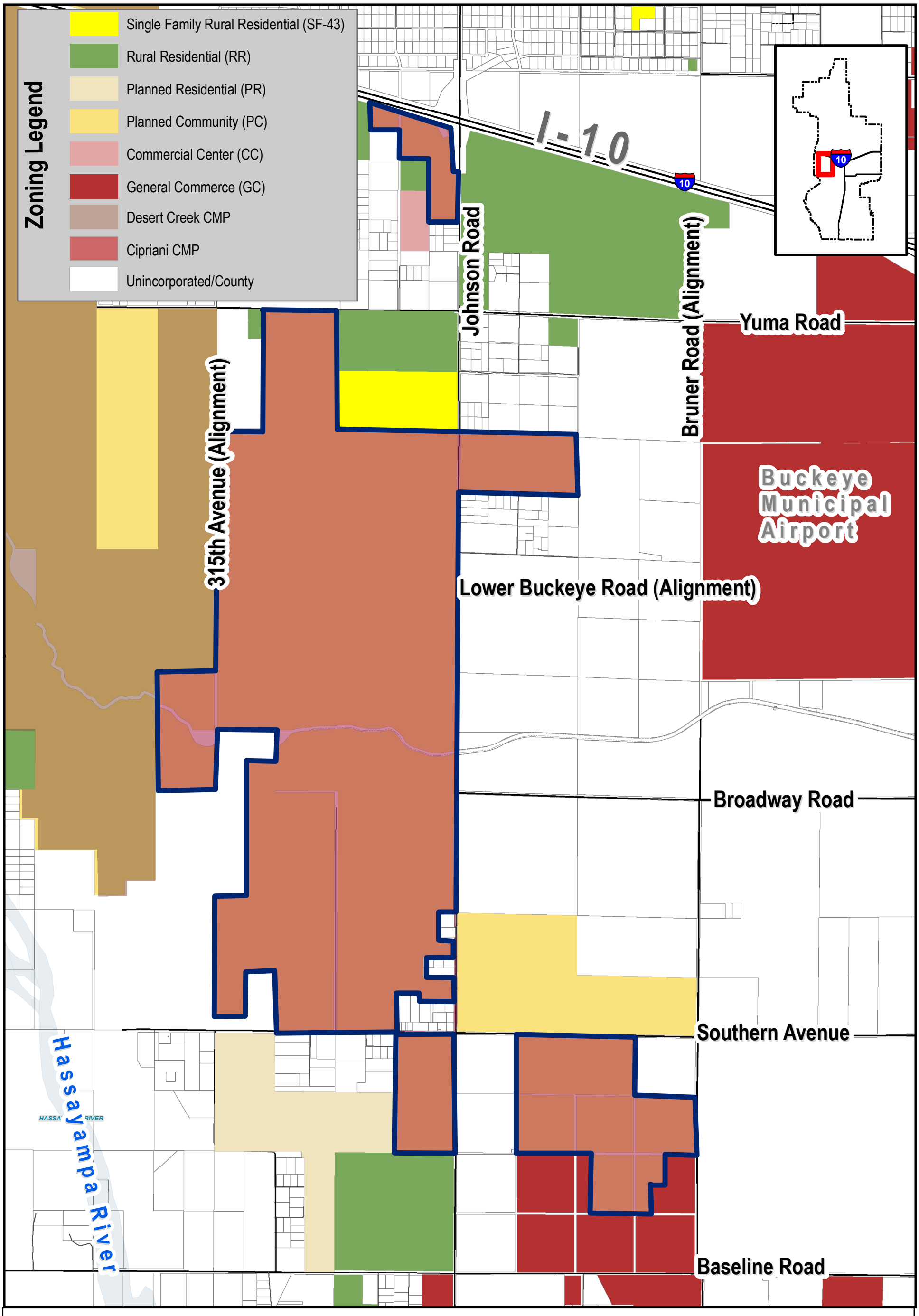
PLZZ-23-00005

2008 Cipriani Development Agreement Dissolution

Council District #1

BUCKEYE, AZ

N W E S



ZONING MAP

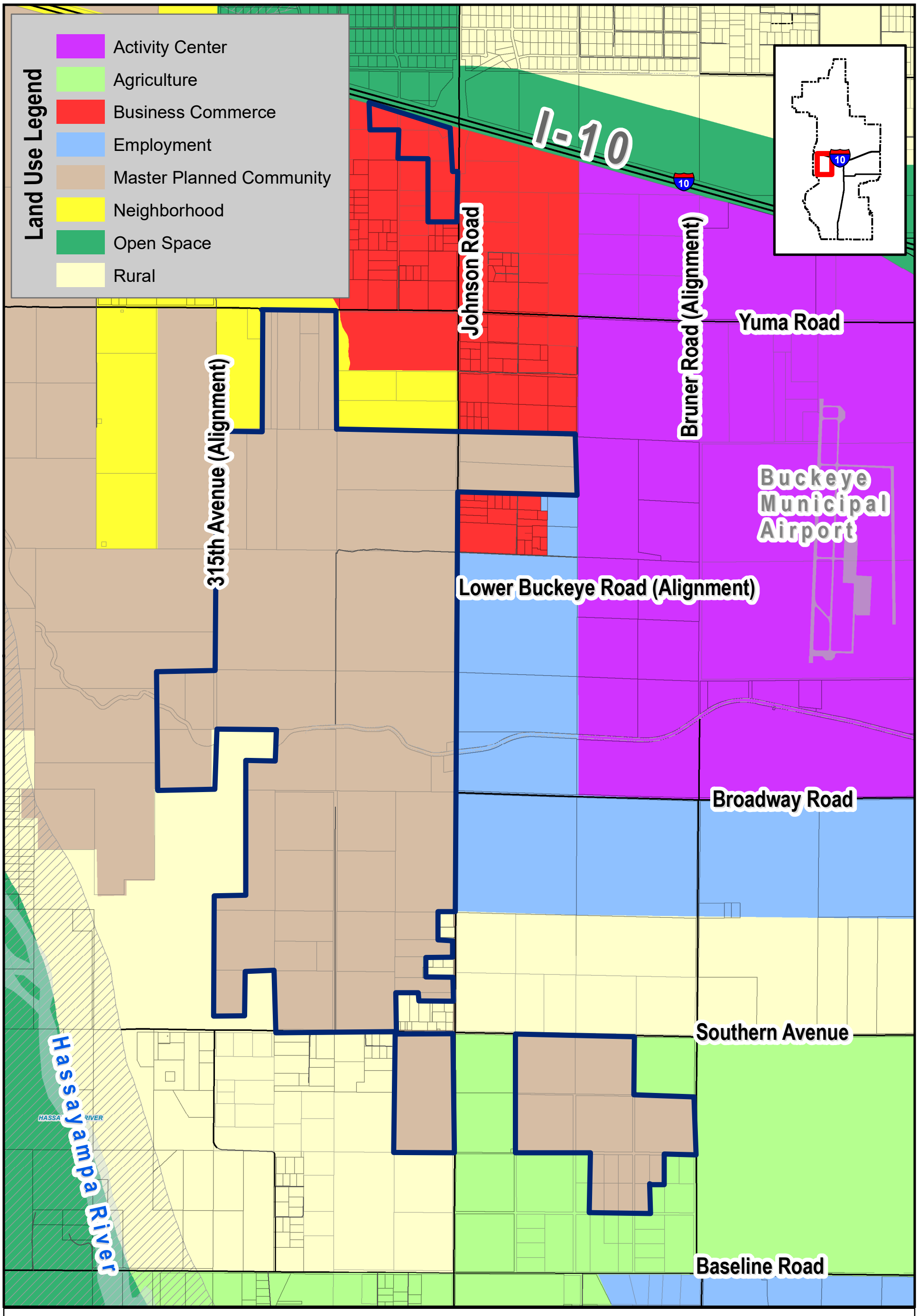
Note: 2008 Development Agreement boundary shown in navy blue outline

BUCKEYE, AZ

PLZZ-23-00005

2008 Cipriani Development Agreement Dissolution
Council District #1

N W E S



GENERAL PLAN LAND USE MAP

Note: 2008 Development Agreement boundary shown in navy blue outline

BUCKEYE, AZ

PLZZ-23-00005

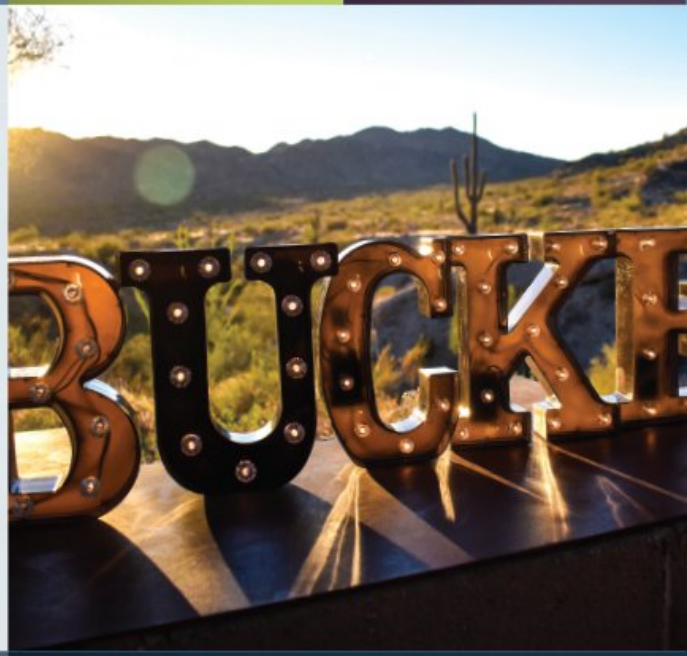
2008 Cipriani Development Agreement Dissolution

Council District #1

N W E S

Cipriani
Dissolution of 2008 Development Agreement

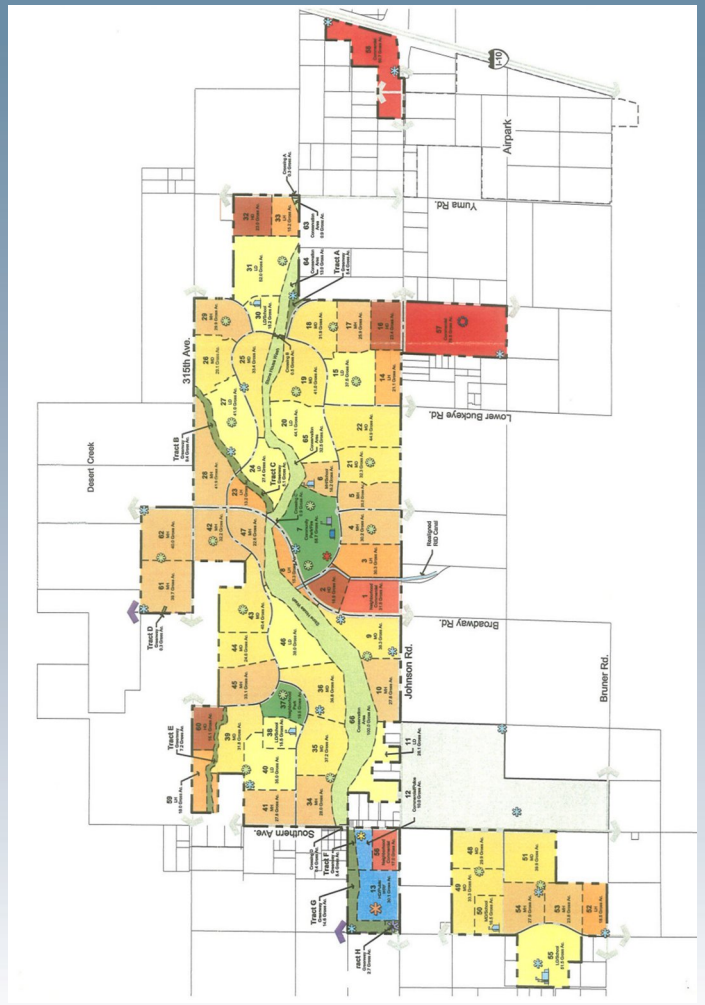
City Council
March 19, 2024
Case PLZZ-23-0005

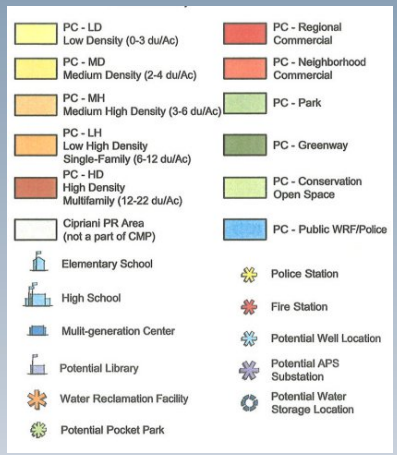


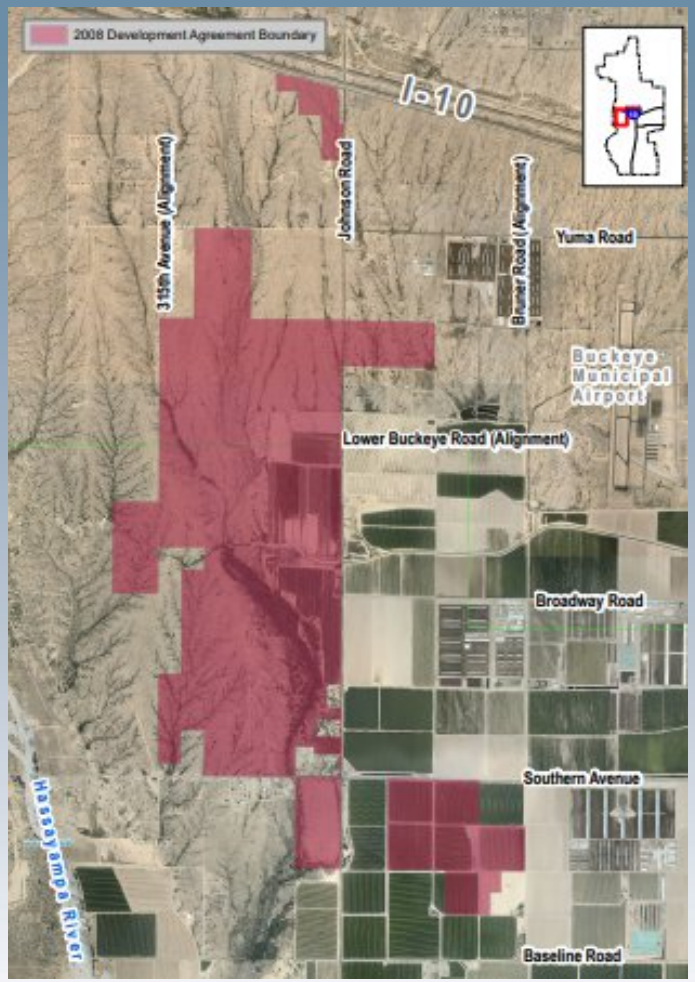
BUCKEYE, AZ
buckeyeaz.gov

Existing Cipriani CMP

- Approved in 2008
- 2,091 acres
- Traditional residentially-focused master planned community
  - 9,706 residences (single-family and multi-family)
  - 188.6 acres of supporting commercial
  - 276.7 acres of open space (15 percent)
  - Five school sites
  - Fire station site
  - Police station site







- Development Agreement approved in September 2008
  - Defines City and developer obligations for infrastructure and facilities based upon 2008 Cipriani CMP
  - 2,091 acres owned by Cipriani Holdings, LLC and 15 acres owned by the Walter J. Zales, Jr. and Nancy K. Zales Trust

Proposed Buckeye Tech Corridor CMP and 2024 DA

- Excludes Zales property
- Entirely re-envisioned as a technology-centric light industrial and commercial campus
  - Flexibility to provide either category in most locations
- Residential uses (and corresponding school sites) eliminated
- DA obligations modified to reflect current vision for development

Recommendation

Development Agreement Dissolution

Conduct a public hearing and adopt Ordinance No. 08-24 dissolving the 2008 Cipriani Development Agreement

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

Space Above This Line Reserved for Recorder's Use

NOTICE OF TERMINATION AND RELEASE OF DEVELOPMENT AGREEMENT

THIS DOCUMENT MODIFIES THE TERMS OF A DOCUMENT PREVIOUSLY RECORDED IN THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER ON SEPTEMBER 12, 2008, AT INSTRUMENT NUMBER 2008-0793673 AND RE-RECORDED ON OCTOBER 2, 2008, AT INSTRUMENT NUMBER 2008-0855678

1. Effective Date. The effective date of this Notice of Termination and Release of Development Agreement (this "**Agreement**") is _____, 2024 (the "**Effective Date**").

2. Parties. The Parties to this Agreement are:

(a) CITY OF BUCKEYE, ARIZONA ("**City**")
Attention: Dan Cotterman, City Manager
530 East Monroe Avenue
Buckeye, Arizona 85326

(b) WALTER J. ZALES, JR. and NANCY KAY ZALES
Trustees of the WALTER J. ZALES, JR. AND
NANCY KAY ZALES TRUST DATED APRIL 26, 2018 ("**Zales**")
Attention: Walter J. Zales, Jr.
2220 N. Saint Bonita Lane
Casa Grande, AZ 85122

(c) CIPRIANI HOLDINGS, LLC ("**Cipriani**")
Attention: Anita Verma
7181 E. Camelback Rd., Unit 401
Scottsdale, AZ 85251

3. Background. The following is provided as background to this Agreement:

(a) City and Cipriani Land Holdings LLC, previously entered into that certain Development Agreement dated September 2, 2008, which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008, at Instrument Number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 (the "**Development Agreement**"), with respect to certain real property comprised of approximately 2,106 acres of land, which land is more particularly described in the legal description attached hereto as *Exhibit "A,"* which is incorporated herein by this reference ("**Property**").

(b) Cipriani, as successor in interest to Cipriani Land Holdings, LLC, and Zales (together, the "**Owners**") each separately own portions of the Property that together comprise the entirety of the Property. City and the Owners may be referred to herein individually as a "**Party**" and collectively as the "**Parties**."

(c) The Development Agreement was entered into in order to approve the Master Plan for the Property and facilitate the proper development of the Property by providing for, among other things: (i) conditions, terms, restrictions and requirements for the construction and installation of public services/infrastructure improvements; (ii) conditions, terms, restrictions, policies and procedures for the formation of one or more Community Facilities Districts; (iii) the permitted uses for the Property; (iv) the range of densities and intensities of such uses; and (v) other matters related directly or indirectly to the development of the Property.

(d) Section 5(c) of the Development Agreement permits City to modify, terminate, or otherwise change the Master Plan and terminate the Development Agreement "if 'material progress' has not been made by the Owner or such other persons developing the [Property] in the construction of the elements of the public infrastructure required for Phase 1 as shown in the Master Plan (such as and primarily the elements relating to water, sewer and streets) within ten (10) years or has not completed construction on at least 20% of the developable [Property] area for Phase 1 as shown on the Master Plan and within the [City's] water service area within fifteen (15) years, or has not completed construction on at least 95% of the developable [Property] area shown on the Master Plan and within the [City's] water service area within twenty (20) years."

(e) Section 5(c) of the Development Agreement defines the term "material progress" as "the issuance of all governmental permits necessary for the construction of the elements of the public infrastructure required by the Master Plan and the commencement of construction of the elements of the public infrastructure required by the Master Plan."

(f) As of the Effective Date, the first two (2) established time periods have elapsed, and material progress has not been made on any of the development benchmarks.

(g) For the foregoing reasons, the Owners, being the sole owners of the Property, and City now wish to terminate the Development Agreement and release each other from all outstanding obligations and liabilities arising thereunder or in connection therewith.

4. Termination and Release of Development Agreement. For good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties terminate the Development Agreement and forever release each other from the obligations required thereby and set forth therein. Each Party relinquishes and forever waives any right it may have to enforce any of the terms and provisions set forth in the Development Agreement, and no Party shall have any further rights, duties, obligations, or liabilities thereunder. The Parties further agree that from and after the Effective Date the Development Agreement shall not affect or encumber the Property.

5. Waiver. By signing below, the Owners, on behalf of themselves and their successors and assigns, agree and consent to waive any and all claims, suits, damages, compensation and causes of action for diminution in value of the Property that the Owners may have now or in the future, resulting from this Agreement. The Owners acknowledge and agree that this Agreement causes an increase in the fair market value of the Property and such increase exceeds any possible reduction in the fair market value of the Property caused by any future land use laws, rules, ordinances, resolutions or actions adopted or applied by City to the Property.

6. Jurisdiction, Venue and Choice of Law. Any action or dispute arising from or in connection with this Agreement shall be brought in a court of competent jurisdiction in Maricopa County, Arizona. This Agreement shall be governed by the laws of the State of Arizona. In the event of any action or dispute arising from or in connection with this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

7. Counterparts. This Agreement may be executed in one or more counterparts and each executed counterpart shall, for all purposes, be deemed an original and shall have the same force and effect as an original, but all of which together shall constitute in the aggregate but one and the same instrument.

8. Authorizations. By signing below, City and the Owners affirm that they are each and all duly authorized to enter into, execute and deliver this Agreement without the further consent of any other person or entity and have not delegated, assigned or otherwise conveyed any of their respective rights, duties or obligations under the Development Agreement.

9. Conflict of Interest. The Parties acknowledge that this Agreement is subject to cancellation pursuant to Ariz. Rev. Stat. § 38-511.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, City has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

CITY OF BUCKEYE, ARIZONA, an Arizona municipal corporation

By:_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

STATE OF ARIZONA
COUNTY OF MARICOPA

On this ___ day of _____ _____, 2024, the foregoing Notice of Termination and release of Development Agreement was acknowledged before me by Eric W. Orsborn, Mayor of the City of Buckeye, a municipal corporation, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

_____
Notary Public in and for the State of Arizona

IN WITNESS WHEREOF, Zales has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

OWNER:

WALTER J. ZALES, JR. and NANCY KAY ZALES Trustees of the WALTER J. ZALES, JR. AND NANCY KAY ZALES TRUST DATED APRIL 26, 2018

By: Walter J Zales Jr

Name: Walter J. Zales JR

Title: Trustee

By: Nancy Kay Zales

Name: Nancy Kay Zales

Title: Trustee

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 1 day of December, 2023, the foregoing Notice of Termination and Release of Development Agreement was acknowledged before me by Walter J Zales JR and Nancy Kay Zales, Trustees of the Walter J Zales, Jr., and Nancy Kay Zales Trust dated April 26, 2018, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

Jessica Mejia
Notary Public
Pinal County, Arizona
My Comm. Expires 08-23-2027
Commission No. 655494

Jessica Mejia

Notary Public in and for the State of Arizona

IN WITNESS WHEREOF, Cipriani has executed this Notice of Termination and Release of Development Agreement as of the Effective Date.

OWNER:

CIPRIANI HOLDINGS, LLC,

By: _____

Name: Anita Lallian

Title: Manager

STATE OF ARIZONA)
COUNTY OF MARICOPA)

On this 8th day of December, 2023, the foregoing Notice of Termination and Release of Development Agreement was acknowledged before me by Anita Lallian, _____ of Cipriani Holdings, LLC, for the purposes set forth herein.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(Seal and Expiration Date)

LYNDA KOGUTKIEWICZ
Notary Public - Arizona
Pinal County
Commission # 586734
My Comm. Expires Aug 7, 2024

Lynda Kogutkiewicz
Notary Public in and for the State of Arizona

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT "A"
CIPRIANI
DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

PARCEL 1:
The Northeast quarter of the Northeast quarter of the Southeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 2:
The East half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 3:
The West half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 4:
The East half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCELS 5 THROUGH 11 INCLUSIVE:
INTENTIONALLY OMITTED (ALL OF SECTION 30 PARCELS INTENTIONALLY OMITTED)

PARCEL 12:
The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 13:
Lots 1 through 24, inclusive in Block 3 of ROOSEVELT CITRUS ACRES UNIT TWO, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 14:
The West 1188.00 feet of the West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 990 feet thereof.

PARCEL 15:
Parcel A:
The East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 825 feet thereof.

Parcel B:
The West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 1188 feet thereof.

PARCEL 16:
Parcel A:
The North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
The West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel C:
The East 412.5 feet of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 17:
The South half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof

PARCEL 18:
The Northeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 19:
The Northwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Also known as Parcel 7 as shown on Results of Survey of West Buckeye-320 Amended and recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona.

PARCEL 20:
The Southwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 21:
The Northwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 22:
The Southwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 23:
The Southeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 24:
The Southeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 25:
Parcel A:
The Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.66 feet; and

EXCEPT the East 359.99 feet;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

Parcel B:
The North 659.66 feet of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

PARCEL 26:
Parcel A:
The South 220.00 feet of the East 759.00 feet of that part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet North of the Southeast corner of said Section 25, said point being identical with the Northeast corner of premises conveyed to Antoinette M. Costanzo, et al, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West along the North line of said Costanzo property and along a line of premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792 feet, more or less, to a corner of said Thomas property;

THENCE North, along a line of said Thomas property and parallel to the East line of said Section 25, 220.00 feet, more or less, to the most Northerly line of said Thomas property;

THENCE West, along the Northern line of said Thomas property described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel with the South line of said Section 25, 528 feet, more or less, to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North, along said West line, 319.00 feet;

THENCE East and parallel with the South line of said Section 25, 1320 feet, more or less, to a point on the East line of said Section 25;

THENCE South, along the East line of said Section 25, 990 feet, more or less, to the POINT OF BEGINNING.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet Northerly of the Southeast corner of said Section 25, and said beginning point being identical with the Northeast corner of the premises conveyed to Antoinette M. Costanzo, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317,Maricopa County Records;

THENCE West, along the North line of said Constanzo property and along a line of the premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792.00 feet to a corner of said Thomas premises;

THENCE North 00 degrees 17 minutes 02 seconds West, along a line of said Thomas premises and parallel to the East line of said Section 25, 220.00 feet to the most Northerly line of said Thomas premises;

THENCE West, along the Northern line of said Thomas premises described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel to the South line of said Section 25, 526.64 feet to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North 00 degrees 18 minutes 52 seconds West, along said West line, 319.00 feet;

THENCE East, parallel with the South line of said Section 25, 1318.00 feet to a point on the East line of said Section 25;

THENCE South 00 degrees 17 minutes 02 seconds East, along the East line of said Section 25, 539.00 feet to the POINT OF BEGINNING;

EXCEPT the South 220.00 feet of the East 759.00 feet, thereof.

PARCEL 27:
Parcel A:
The Northwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel B:
The Southeast quarter of the Southwest quarter of the Southwest quarter; and the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in Patent to said land from the United States of America.

Parcel C:
The East half of the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter of the Southwest quarter; the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; and the North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel D:
The North half of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:
The East half of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 28:
Parcel A:
That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Roosevelt Irrigation District Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes, 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East, a distance of 838.46 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within the following described property:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, distant 838.46 feet North 00 degrees 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation District Canal;

THENCE South 00 degrees 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel B:
That portion of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of Roosevelt Irrigation District Canal.

EXCEPT that portion more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes, 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East a distance of 838.46 feet to the POINT OF BEGINNING.

Parcel C:
That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, a distance of 838.46 feet North 00 degrees, 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation district Canal;

THENCE South 00 degrees, 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees, 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel D:
The East half of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 29:
The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the following described tract of land:

BEGINNING at a point on the East line of the said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 1320.50 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 41 minutes 04 seconds West along the North line of said Northeast quarter of the Southeast quarter of the Northeast quarter, a distance of 187.87 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 347.35 feet;

THENCE South 00 degrees 14 minutes 24 seconds East 316.72 feet to a point on the South line of said Northeast quarter of the Southeast quarter of the Northeast quarter;

THENCE South 89 degrees 42 minutes 21 seconds East along said South line, a distance of 140.01 feet to a point on the aforesaid East line of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East line a distance of 660.24 feet to the POINT OF BEGINNING.

PARCEL 30:
Parcel A:
The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, which lies within the following described tract of land:

BEGINNING at a point on the East line of said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 660.25 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northeast quarter of the Northeast quarter, a distance of 496.89;

THENCE South 21 degrees 31 minutes 25 seconds West 111.28 feet;

THENCE South 76 degrees 35 minutes 55 seconds West 96.65 feet;

THENCE North 74 degrees 58 minutes 59 seconds West 30.41 feet to a point on the West line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 00 degrees 13 minutes 55 seconds East along said West line, a distance of 319.26 feet;

THENCE South 74 degrees 58 minutes 49 seconds East 476.42 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 102.41 feet to a point on the South line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 89 degrees 41 minutes 04 seconds East along said South line, a distance of 187.87 feet to a point on the aforesaid East Section line;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 660.25 feet to the POINT OF BEGINNING; and

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, lying Northerly and Westerly of the existing Northwesterly right of way line of Interstate 10 (Ehrenberg-Phoenix Highway) on December 4, 1972.

Parcel B:
The Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT BEGINNING at a point on the East line of said Section 12, which point bears North 00 degrees 14 minutes 24 seconds West 378.27 feet from the East quarter corner of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 281.97 feet;

THENCE North 89 degrees 42 minutes 21 seconds West along the North line of said Southeast quarter of the Southeast quarter of the Northeast quarter, a distance of 140.01 feet;

THENCE South 00 degrees 14 minutes 24 seconds East, 283.28 feet;

THENCE North 89 degrees 45 minutes 35 seconds East 140.00 feet to the POINT OF BEGINNING.

PARCEL 31:
The Southwest quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12, which lies within the following described tract of land:

BEGINNING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the POINT OF BEGINNING; and

EXCEPT that portion lying Northerly of the following described Parcel:

BEGINNING at a point on the North-South mid section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the TRUE POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West, 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the TRUE POINT OF BEGINNING.

PARCEL 32:
The Northwest quarter of the Southeast quarter of the Northeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 33:
Parcel A:
The South half of Lot 3 and the South half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base
and Meridian, Maricopa County, Arizona.

Parcel B:
The North half of Lot 3 and the North half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 34:
Parcel A:
The Northeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof.

Parcel B:
The Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying North of the Roosevelt Irrigation District Canal;

EXCEPT that certain parcel conveyed the Roosevelt Irrigation District by Deed recorded in Book 311 of Deeds, page 80, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being on the North right of way line of the main Canal of the Roosevelt Irrigation District and said right of way line being 40 feet North from the center line of said main canal;

THENCE East 210 feet to a point on the East line of said Section 24;

THENCE South a distance of 210 feet to the POINT OF BEGINNING.

PARCEL 35:
The North half of the East half of the East half of Section 36, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 36:
The North half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona consisting of tax parcel number 504-31-003C.

PARCEL 37:
Parcel A:
The West 913 feet of the East 1320 feet of the North 600 feet of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING 600 feet South of the Northeast corner of the East half of the Southeast quarter of said Section 25;

THENCE South 390 feet;

THENCE West 1320 feet;

THENCE North 390 feet;

THENCE East 1320 feet to the POINT OF BEGINNING.

Parcel C:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of said Section 25, which point is 1199 feet North of the Southeast corner of Section 25;

THENCE West, parallel with the South line of said Section 25, a distance of 1320feet, more or less, to the West line of the East half of the Southeast quarter of said Section 25;

THENCE North along said West line, a distance of 451 feet;

THENCE East, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the East line of said Section 25;

THENCE South along the East line of said Section 25, a distance of 451 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the East 710 feet thereof.

PARCEL 38:
The West half of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 39:
That portion of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of Parcel 2, West Buckeye-320 Amended, Results of Survey recorded in Book 208 of Maps, page 13, described as follows:

The East 359.99 feet of said Parcel 2, WEST BUCKEYE-320 AMENDED, as recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT the North 659.66 feet.

PARCEL 40:
Lots 42, 43, 44, 49, and 50 Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 41:
Lots 46, 47, 48 and 53, Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 42:
The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 59 seconds East, 685.61 feet to the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.66 feet to a point on the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 25 seconds West along said East line, a distance of 264.44 feet to the Northeast corner thereof;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northwest quarter of the Northeast quarter, a distance of 661.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 12 minutes 55 seconds East along the aforesaid West line, a distance of 90.64 feet to the POINT OF BEGINNING.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

Prepared by: CMX
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6984
June 17, 2008

MAJOR CMP AMENDMENT & DEVELOPMENT AGREEMENT

Report to the Mayor and City Council

CASE NUMBER:	PLZZ-23-00005
TITLE:	Buckeye Tech Corridor (fka Cipriani) Major CMP Amendment and Development Agreement
MEETING DATE:	March 19, 2024

Applicant:	Cassandra Ayres, Berry Riddell LLC
Owner(s):	Cipriani Holdings, LLC
Request:	The request involves two components, as follows: 1) Request for approval of a Major Amendment to the Buckeye Tech Corridor Community Master Plan (CMP), formerly known as Cipriani, revising the permitted land uses, development standards, and design requirements applicable to the subject property to facilitate development of the 2,091-acre site with commercial and light industrial uses; and 2) Approval of a Development Agreement defining developer and City obligations pertaining to development of the 2,091-acre site.
District(s):	1
Location:	Area generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south. Portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue (Exhibits A, B, and C).
Site size:	Approximately 2,091 acres
Public input:	An advertised neighborhood meeting was held on June 21, 2023; In addition to the applicant and City staff, approximately 10-12 people attended the open house, though no significant concerns or objections to the proposal were expressed. There were no speakers during the Planning & Zoning Commission's public hearing for this item on February 13th. All required notices of this

public hearing are scheduled for completion in accordance with state requirements.

Recommendation: Conduct a public hearing and recommend that City Council approve the proposed Major CMP Amendment subject to conditions (a) through (ee).

PROJECT DESCRIPTION

1. Cassandra Ayres, Berry Riddell LLC, on behalf of property owner Cipriani Holdings LLC, is requesting (Exhibit D) approval of a Major Community Master Plan Amendment (CMPA) for the Buckeye Technology Corridor, formerly known as Cipriani. The 2,091-acre project is generally bounded by the 315th Avenue alignment to the west, Yuma Road to the north, Johnson Road to the east, and Southern Avenue to the south, though portions of the property extend outside of these general boundaries, including land at the southwest corner of Johnson Road and I-10 and land near the southeast and southwest corners of Johnson Road and Southern Avenue (Exhibits A, B, and C).

2. The Cipriani CMP currently in effect, approved in 2008, calls for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The original Cipriani CMP also reserved up to five school sites, a fire station site, and a police station site. No development activity has occurred on the site since the 2008 CMP approval.

3. The Buckeye Tech Corridor CMPA, if approved, will replace the existing Cipriani CMP. The proposed CMPA establishes a significantly different vision for the property, shifting the focus from a residentially oriented master plan to that of a technology-centered commercial and light industrial campus. Accordingly, the proposed CMPA eliminates residential uses and tailors development and design standards in support of the entirety of the property developing with non-residential uses. School sites are also eliminated, as the proposed non-residential development will not generate any demand for elementary or high schools within the project boundaries. The proposed CMPA also preserves the wash corridors that traverse the property as naturalized open space areas.

4. For the purposes of planning infrastructure, the CMP is divided into four separate planning units, as follows:

- Planning Unit 1 (PU-1), approximately 39.7 acres in area, is located at the southwest corner of I-10 and Johnson Road. Approximately 10 acres of PU-1 will develop with commercial uses, with the remaining 29.7 acres to develop with commercial and/or light industrial uses.
- Planning Unit 2 (PU-2), approximately 1,727.4 acres, is located west of Johnson Road, south of Yuma Road. At this time, it is anticipated that the entirety of PU-2 will be developed with a regional data center campus. If the data center campus does not come to fruition, PU-2 may be developed with commercial uses, light industrial uses, or some combination thereof.
- Planning Unit 3 (PU-3), approximately 80.0 acres, is located at the southwest corner of Johnson Road and Southern Avenue. Approximately 10 acres of PU-3 will develop with commercial uses, with the remaining 70 acres to develop with commercial and/or light industrial uses.
- Planning Unit 4 (PU-4), approximately 242.2 acres, is located east of the southeast corner of Johnson Road and Southern Avenue. PU-4 is expected to develop with commercial and/or light industrial uses.

5. The Buckeye Development Code requires any CMP approval be accompanied by a Development Agreement to define developer and City obligations pertaining to development of the project and related infrastructure. The most noteworthy components of the proposed Development Agreement between the City and Cipriani Land Holdings, LLC, include:
    - Dedication, design, and construction obligations related to construction of public infrastructure both internal and external to the project, such as streets, water infrastructure, and sewer infrastructure, to be borne by the developer unless upsizing of infrastructure beyond what is identified in approved infrastructure master plans is requested by the City.
    - Design and construction obligations pertaining to the installation of a new freeway interchange at I-10 and Johnson Road, to be borne by the developer and required when traffic related to the project reaches a threshold where the new interchange is needed to allow safe and orderly access to the property. To the extent permitted by law, the developer will be permitted to utilize mechanisms such as Community Facilities Districts, development fee credits, and/or third-party repayment agreements to offset the anticipated high cost of the interchange project. The agreement also specifies off-site roadway improvements, also to be borne by the developer, required to

provide sufficient access to the property in the interim period before the freeway interchange is operational.

- Dedication, design, and construction obligations related to up to two combined police and fire stations within the Buckeye Technology Corridor CMP, at least 2.5 acres in area per site, in locations that are acceptable to the City. The agreement obligates the developer to dedicate both safety facility sites, and design, construct, furnish and equip, including staffing and procurement of apparatus and vehicles, one of the two facilities. The agreement also obligates developer to fully fund a temporary public safety facility, including staffing, apparatus, and vehicles, to be operated until the permanent facility is opened.
- Dedication, design, and construction obligations related to a walled Public Works satellite yard, at least 5 acres in size, in a location and configuration acceptable to the City. The agreement obligates the developer to dedicate the parcel to the City, provide water, sewer and power connections to the property, and design and construct a decorative masonry screen wall around the perimeter of the facility.

6. These requests are largely user-driven. A developer of data center projects is expected to purchase approximately 1,727 acres of the 2,091-acre property, approximately 82 percent of the overall CMP area, upon which one of the region's largest data center campuses would develop.

AREA CONTEXT:

Table 1: Existing Land Use, General Plan Designation, and Zoning District:

	LAND USE	GENERAL PLAN	ZONING
Subject Property	Unimproved desert and farmland	Master Planned Community and Business Commerce	Planned Community (PC) with Cipriani CMP overlay
North	Unimproved desert	Business Commerce and Neighborhood	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), and Rural Residential (RR)
East	Active farmland and unimproved desert	Employment, Business Commerce, Airport Activity Center, Rural, and Agriculture	Maricopa County Rural-43 (RU-43), Single-Family 43 (SF-43), Rural Residential (RR), and Planned

			Community (PC)
South	Unimproved desert and active farmland	Rural and Agriculture	General Commerce (GC), Planned Residential (PR), and Maricopa County Rural-43 (RU-43)
West	Unimproved desert	Master Planned Community (Desert Creek), Rural, Neighborhood, and Business Commerce	Planned Community (PC) with Desert Creek Community Master Plan (CMP) overlay, Maricopa County Rural-43 (RU-43)

PUBLIC PARTICIPATION SUMMARY:

7. A neighborhood meeting, providing an opportunity for interested parties to learn more about the request, was held on June 21, 2023 at 6:00 P.M. at the Buckeye Valley Chamber of Commerce. As required by Buckeye Development Code, written notices to property owners within 500 feet of the subject site were mailed on June 1, 2023, over fifteen (15) days prior to the date of the meeting. Approximately 10-12 people attended the open house, though not all attendees signed-in (Exhibit E). Attendees asked multiple questions about the project and related off-site improvements, though no significant concerns or objections to the proposal were noted.

8. Additionally, two people contacted the project applicant upon receiving the notice of the neighborhood meeting. Per the applicant, both callers sought additional information about the project, but neither expressed any opposition to the proposal.

9. City Staff was contacted by Mr. Eddie Gutzman, owner of a large assemblage of undeveloped property northeast of this site, who expressed support for this project and additional non-residential development in this area. Except for Mr. Gutzman, staff has not been contacted by other people in regards to this request.

10. No public spoke during the Planning and Zoning Commission's public hearing for the CMPA on February 13, 2024. The Commission recommended approval of the proposed CMPA 7-0, subject to staff recommended conditions. The Planning and Zoning Commission does not hear Development Agreement requests.

11. All required notifications of this public hearing were scheduled to be completed at least fifteen (15) days in advance of this meeting, as follows:

Notification Element	Date
Published in the Arizona Republic	To be completed by March 4, 2024
Site Posted	To be completed by March 4, 2024
Mailing Notice to Property Owners Within 500 Feet of Site	To be completed by March 4, 2024

BACKGROUND:

12. *1992-2007:* The area now known as Buckeye Tech Corridor/Cipriani was annexed in a piecemeal fashion via approval of over ten separate annexations between 1992 and 2007.
13. *December 2007:* Through Council approval of Ordinance 93-06, the full extent of the property was rezoned to Planned Community (PC), an underlying zone intended to be guided by separate development approvals. The property was rezoned in anticipation that a separate Community Master Plan overlay would be processed and approved for the property.
14. *September 2008:* Through Council approval of Ordinance 65-08, the Cipriani Community Master Plan (CMP) overlay and related Development Agreement were approved to guide development of the site. The CMP provides for development of the site with a traditional, residential-focused master planned community consisting of up to 9,706 residences (including both single-family residential and multi-family residential), 188.6 acres of supporting commercial, and 276.7 acres of open space (15 percent). The approved CMP also reserves up to five school sites, a fire station site, and a police station site.
15. *February 2024:* Planning and Zoning Commission recommended approval of the proposed CMP Amendment subject to staff recommended conditions.

ANALYSIS:

Uses and Development Standards

16. The proposed CMPA establishes three separate land use categories: Commercial, Light Industrial, and Open Space. With three exceptions noted below, all three categories are applied to the entirety of the CMP, allowing the developer to determine if a particular parcel within the master plan will develop with commercial uses, light industrial uses, or open space. Exceptions, where land uses are restricted, include:
    - Stoneman Wash, which winds through the southern half of the CMPA property, is designated exclusively as Open Space. This wash will be preserved as it runs through the property in its natural state.

- Approximately 10 acres located at the southwest corner of I-10 and Johnson Road is not designated Light Industrial, ensuring retail commercial uses are developed at least in part near this future freeway interchange.
- Approximately 10 acres located at the southwest corner of Southern Avenue and Johnson Road is also not designated as Light Industrial, preserving land to develop commercially in support of employees working in the Technology Campus and any future residents living on surrounding lands.

17. Each land use category contains its own specific list of permitted uses, development standards, and design requirements, as follows:
    - The Commercial category is based upon the City's Community Commercial (C-2) zoning district, with development standards such as setbacks and building height identical to what is allowed in the C-2 zone. The single exception is in regard to lot coverage, where the C-2 zone establishes a 60 percent maximum but the proposed CMP proposed no maximum limitation. Theoretically, this modification could allow for 100 percent of any commercial site to develop with structures; however, because properties will still remain subject to minimum parking requirements, landscape area requirements, and retention requirements, it is highly likely that any commercial development within the CMP will meet the established C-2 maximum.
    - Uses in the Commercial category are based upon those permitted in the C-2 zone, though several uses out of character for a technology campus (such as nursing homes and cemeteries), have been eliminated, while other uses, such as mini-storage facilities and truck stops, have been conditioned with additional siting criteria beyond what is typically required in order to minimize their visibility and create a high quality aesthetic from the perspective of adjacent streets, including I-10.
    - The CMPA's Light Industrial category is based upon the City's Light Industrial (I-1) zoning district, with required setbacks true to the requirements of the I-1 district. Proposed modifications to I-1 standards include eliminating the maximum lot coverage (maximum 80 percent permitted in I-1), though, for the same reasons as noted in the analysis of the Commercial category, development projects in the Industrial category are almost certain to fall well below this maximum after accounting for required landscaping, retention, and parking. A second modification to the I-1 base standards is to increase maximum building height by 25 feet, from 120 feet to 145 feet, in the Light Industrial land use category. This 8 percent increase from the I-1 standard is

supported due to the lack of residential uses, existing or planned, in the vicinity of the property. Without concern for potential conflicts with housing developments, the additional height will optimize operational efficiency of the data center facilities, leading to improved scalability, ultimately benefitting businesses and consumers reliant on digital services.

- Uses permitted in the CMPA's Light Industrial land use are based upon those permitted in the City's I-1 district. In general, these permitted uses are lower intensity in nature, will occur in fully enclosed buildings, and are not typically associated with producing noise, light, or odor impacts. Examples of permitted uses include, but are not limited to, data centers, enclosed light manufacturing, and distribution/warehouse facilities. Heavy industrial uses, such as those with significant outdoor components or those associated with generation of noticeable noise, light, or odor impacts, are not permitted in this CMPA. Certain commercial uses that are likely to serve the employees working within this development, such as day care facilities, restaurants, and recreational facilities, are also permitted within the CMPA's Light Industrial category.
- The Buckeye Development Code does not establish a parking standard specific to data center uses. As these facilities are typically large but occupied by a small number of employees, the CMPA establishes a standard for this use based upon the number of employees anticipated on site during the highest shift, with additional spaces to allow for shift changes to occur efficiently.
- The City does not have a zoning district with a purpose of maintaining and conserving natural open spaces. This CMPA proposes such a district which will cover those portions of the site, such as Stoneman Wash, that are intended to be preserved in their natural condition. Limited uses, such as government facilities and recreational uses, would be permitted in this designation.

18. The CMP contains requirements for architectural character that will ensure the entirety of the development develops in a high quality, complementary fashion. Facades of buildings visible from streets will feature massing and movement, emphasizing entrances through use of additional height and treatment, and incorporate materials that provide for texture and interest. Each building will be expected to incorporate at least two character elements from a neighboring building to create a sense of cohesion across the entire project. Loading and service areas will be oriented to not face public streets if

possible and, if not feasible, full screening of those aspects will be required from adjacent streets.

19. As noted previously, approximately 1,700 acres of the overall site are expected to be purchased and developed with a regional data center campus. Though data center uses have earned a reputation of using significant amounts of water in their cooling processes, advances in technology such as closed-loop water cooling systems as well as air cooled systems that utilize electricity rather than water, have allowed these facilities to develop in areas where water is more limited. To this end, the proposed CMPA restricts the maximum water use across this property to ensure that data centers developed on the property feature water sensitive cooling solutions.

20. The project is not expected to negatively impact surrounding properties. Well-crafted design requirements will ensure the site presents well from surrounding streets, with any service areas fully screened and well buffered. If a large portion of the site develops as a data campus, as presently expected, traffic generated by the project is expected to be well below levels that would be anticipated if residential or commercial uses were developed. Though minimal residential uses are currently occurring in the vicinity of the site, planning staff has no concerns that the contiguous uses would be incompatible.

21. The Imagine Buckeye 2040 General Plan, ratified by voters in August 2018, identified the Buckeye Airport as an Activity Center, envisioning the airport site and surrounding properties as a regional employment hub featuring uses that complement and support the business functions of the airport. In the years following the ratification of the General Plan, City staff have undertaken efforts to master plan the airport property itself, as well as create a specific area plan for the surrounding properties. Though this site does not fall within the boundaries of the activity center area, consideration of alternate runway alignments for the airport may result in greater overflight traffic on the property than were contemplated when the residential vision for the site was initially developed. Non-residential uses, such as those proposed by this CMPA, are more appropriate in impacted areas than the project's original residential concept.

22. If developed with a 1,700+ acre data center campus and ancillary uses, as expected, the regionally scaled site will function as a premier economic engine for the City. Though data centers do not create the quantity of employment opportunities associated with other light industrial uses, such as light manufacturing, these uses contribute significantly to the fiscal health of a community by generating construction sales tax revenue, property tax

revenue, and utility tax revenue, all of which are made more significant due to the high cost to construct these very modern, state of the art facilities.

Open Space

23. Regional trails traversing the property, in locations identified in the City's Parks and Trails Master Plan, will be provided. Locations of trails may be realigned on the property to reduce interference with the planned commercial or light industrial uses, but will be designed to ensure the functionality of the regional system is not negatively impacted.

24. In addition to preserving natural open spaces such as Stoneman Wash, provision of landscaped open space will be required as the project develops, with standards comparable to those within the City's Development Code. Commercial areas will also be required to provide pedestrian oriented open spaces such as plazas.

Access and Circulation

25. The developer will construct half-street improvements where the project abuts any existing or planned public streets, including portions of Johnson Road, Yuma Road, and Southern Avenue. The developer may also be required to complete the east half of 315th Avenue on the project's western boundary and street improvements beyond project frontages (such as improvements to Yuma Road east of the property boundary) to ensure traffic generated by the project will be able to safely and efficiently access the site, as determined in a Traffic Impact Analysis to be approved by the City's Traffic Engineer.

26. Additional streets, public or private, are likely to be needed internal to the project boundaries. Location and classification of those internal streets will be determined during the Planned Unit Plan phase for each planning unit (or portion of a planning unit). Pedestrian circulation from buildings to adjacent public sidewalks will also be required.

27. A future full freeway interchange is planned for I-10 at Johnson Road. Construction of the interchange by the developer, when necessitated by project traffic volumes, will be required. In the interim, until the freeway change is warranted, the developer will be required to complete off-site improvements to improve access to the site from an existing interchange, such as Palo Verde Road.

Water and Wastewater

28. The CMPA property falls within the City of Buckeye's Water and Sewer Service Areas. With regard to water, developments in this CMP and on other properties in this portion of the city are ultimately expected to be served by a future new municipal water campus in the vicinity of the Johnson Road and Broadway Road intersection. With regard to sewer, a future new municipal wastewater treatment facility in a location south of this site is expected to be needed to serve this southwest portion of Buckeye. If volumes are sufficiently low, as anticipated, interim water solutions (such as use of private wells) and sewer solutions (such as use of septic) will be considered in order to allow development to occur before the City's water campus and/or wastewater treatment facilities are constructed. If an interim solution for water and/or sewer is pursued, the project would be converted to permanent City services when those facilities are constructed. It should be noted that the development is expected to create significantly less water and sewer demand than if the project were developed with a traditional, residentially-focused master planned community.

Future Planning

29. Development within this CMP is expected to be phased. The CMP will utilize a Planning Unit Plan (PUP) model to avoid piecemeal development. Using this model, each PUP will master plan minimum 160-acre segments of the property, designating a more specific land use plan for that particular portion and designing water, sewer, drainage, and transportation systems, landscape theming, and signage to allow that segment to function as a unified, cohesive development. Each Planning Unit Plan will be subject to Planning & Zoning Commission approval, at which point site plans for individual building sites within that approved PUP could then be submitted for administrative approval by City staff.

Development Agreement

30. All pertinent City Departments impacted by the proposed Development Agreement, including Engineering, Water Resources, Public Works, Police, Fire, and Development Services, have reviewed the Development Agreement and believe it to be in the best interest of the City to approve the agreement as proposed. The City Attorney's Office has had significant involvement with regard to preparation and review of the agreement language.

RECOMMENDATION:

31. Staff recommends City Council conduct a public hearing and adopt Ordinance 09-24, approving a Major CMP Amendment and Development Agreement for the Buckeye Tech Corridor (fka Cipriani), Application PLZZ-23-00005, subject to conditions (a) through (ee), for the following reasons:

- The CMP Amendment conforms to the property's underlying General Plan Land Use designations
- The CMP Amendment and Development Agreement conform to requirements of the Buckeye Development Code or propose alternative requirements that will not result in development of inferior quality.
- There are no outstanding issues for reviewing departments (City Attorney's Office, Engineering, Fire, Public Works, Community Services, Police, Water Resources, and Development Services).

General

a) Development of the property shall be in general conformance to the project narrative entitled "Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan", consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.

b) The Property Owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of the CMPA approval.

c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project's first site plan.

d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.

e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. Any District-owned facilities to be located within

the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

f) The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project unless otherwise modified through a separate agreement approved by the City.

g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.

h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design

of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.

p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.

q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315th Avenue, the City agrees to not require construction of 315th Avenue.

u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-

way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.

v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal (and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

bb) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

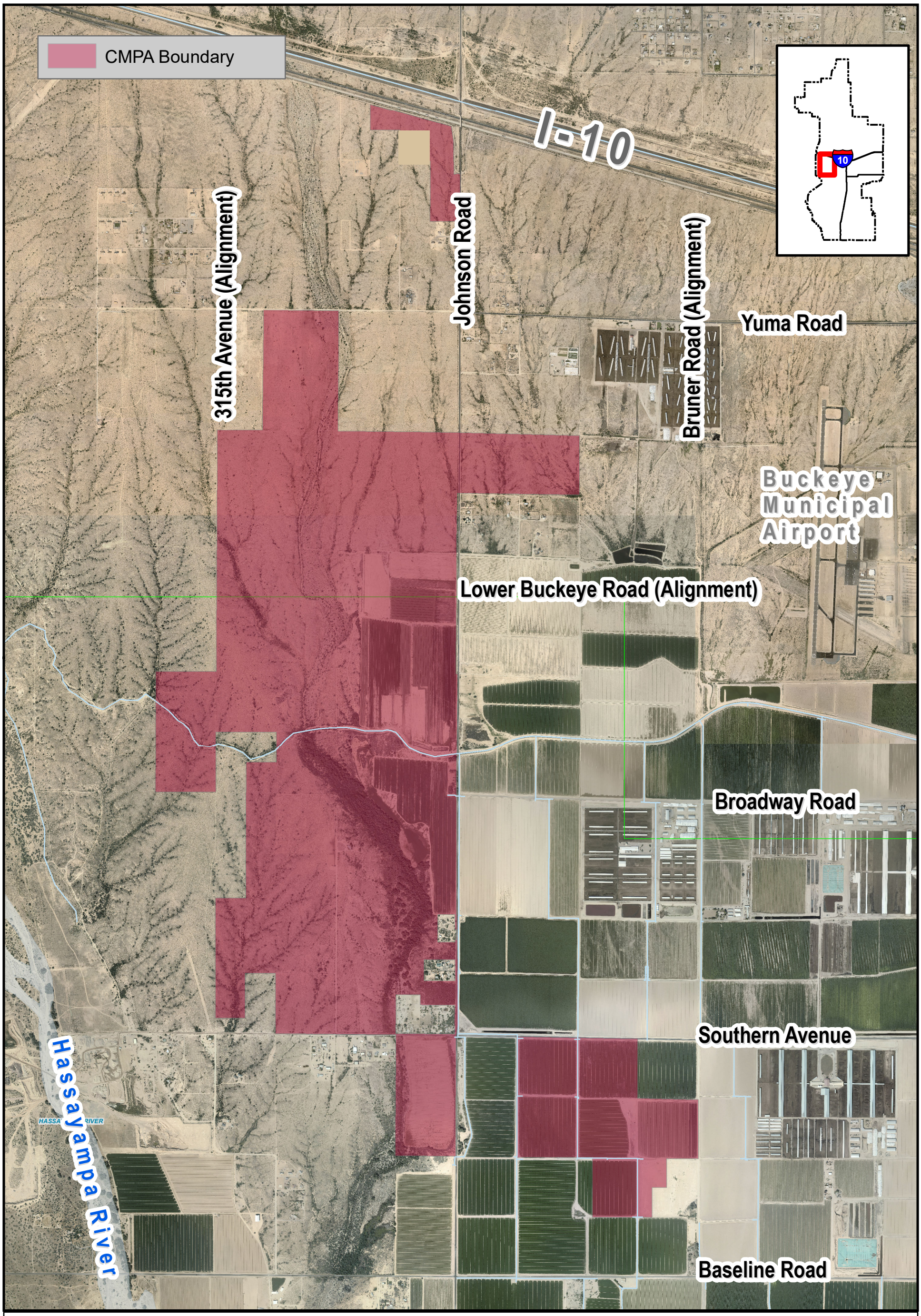
ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.

ATTACHMENTS:

- Exhibit A – Aerial Vicinity Map
- Exhibit B – Zoning Vicinity Map
- Exhibit C – General Plan Land Use Map
- Exhibit D - Proposed Buckeye Tech Corridor CMPA Narrative
- Exhibit E – Citizen Participation Report

Prepared By:
Ken Galica, Principal Planner

Reviewed By:
Adam Copeland, Deputy Planning Director



VICINITY MAP

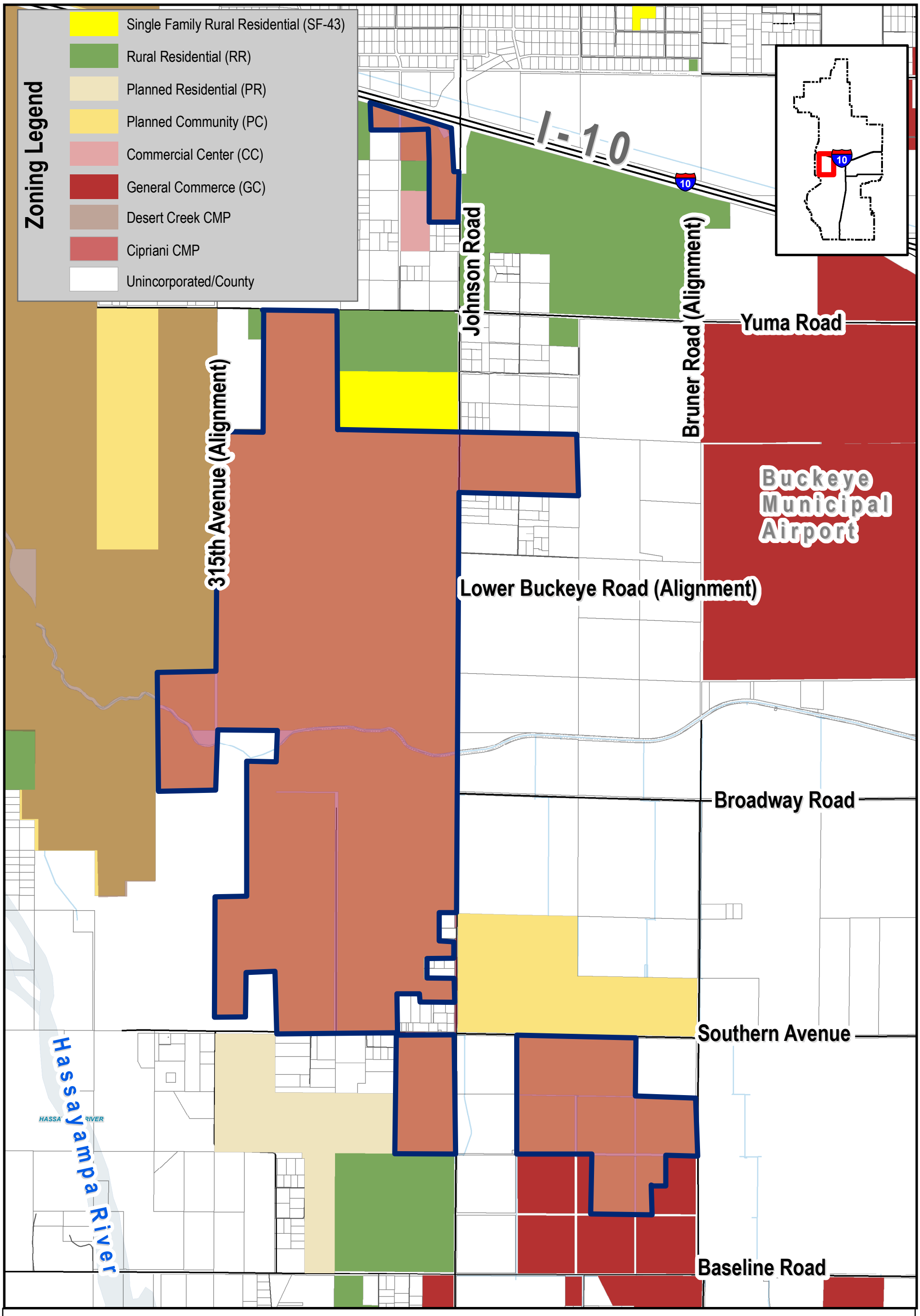
PLZZ-23-00005

Buckeye Tech Corridor CMPA (fka Cipriani)

Council District #1

BUCKEYE, AZ

N W E S



ZONING MAP

Note: CMPA boundary shown in navy blue outline

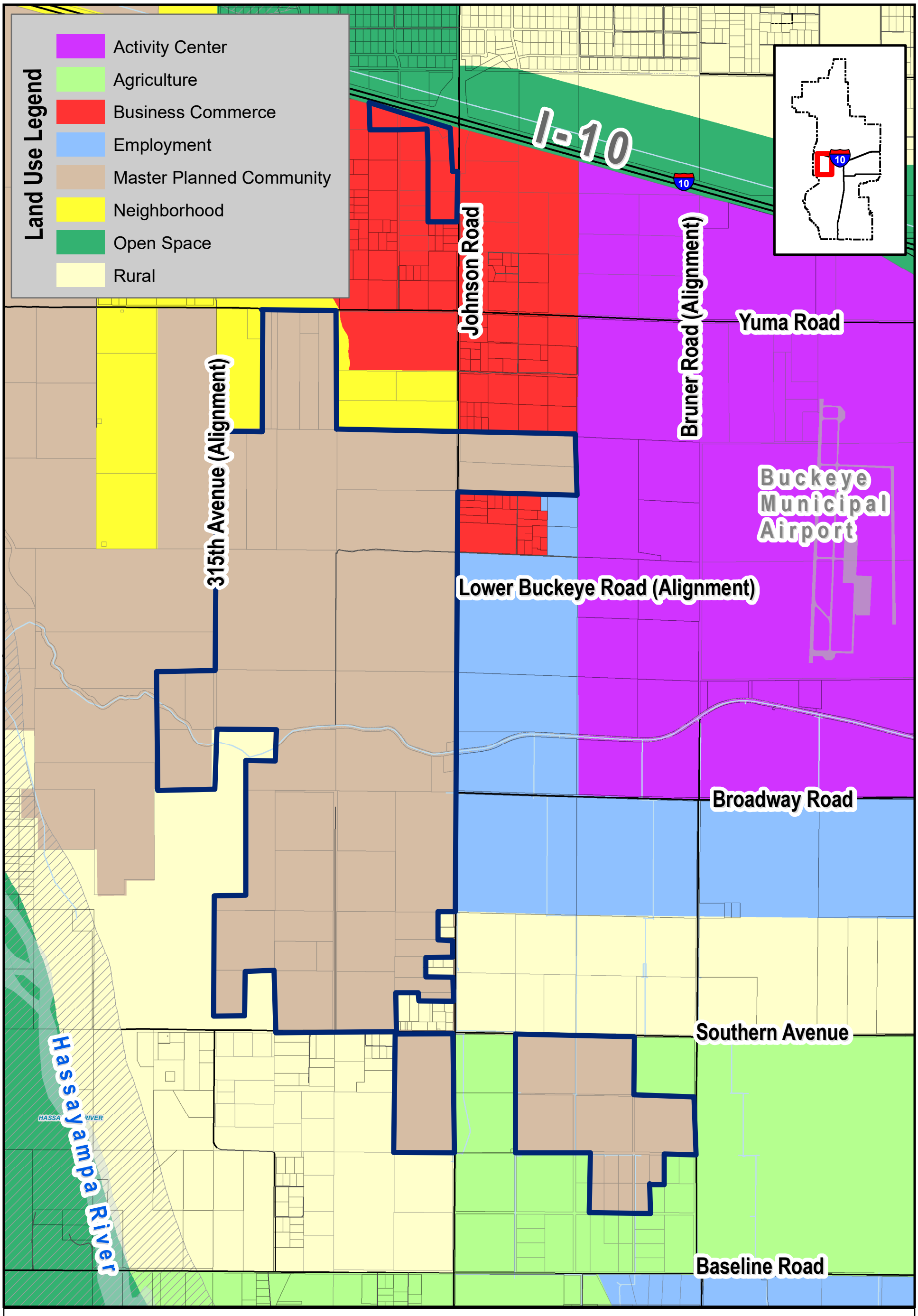
PLZZ-23-00005

Buckeye Tech Corridor CMPA (fka Cipriani)

Council District #1

BUCKEYE, AZ

N W E S



GENERAL PLAN LAND USE MAP

Note: CMPA boundary shown in navy blue outline

PLZZ-23-00005

Buckeye Tech Corridor CMPA (fka Cipriani)

Council District #1

BUCKEYE, AZ

N W E S

Exhibit D

3R PLZZ-23-00005 RECEIVED DEC 11 2023 AL

BUCKEYE
TECH CORRIDOR

COMMUNITY MASTER PLAN

A MAJOR AMENDMENT TO THE
CIPRIANI COMMUNITY MASTER PLAN

DECEMBER 07, 2023
3RD SUBMITTAL

PLZZ-23-00005

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1. INTRODUCTION

The Planned Community (PC) District is the zoning for approximately 2,091 acres of land in the general vicinity of 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north (the "Property"). The Property is generally depicted in *Figure 1.1 - Property*, and more accurately described in *Appendix A – Legal Description*.

Cipriani Holdings, LLC, an Arizona limited liability company, owns the Property (the "Owner"). This Community Master Plan for the Property (the "CMP"), a requirement of the PC District, is the principal reference for the implementation of development within the Property. The Owner does not intend to develop the Property itself, but desires with the CMP to set the framework for future development of the Property in a thoughtful and responsible manner.

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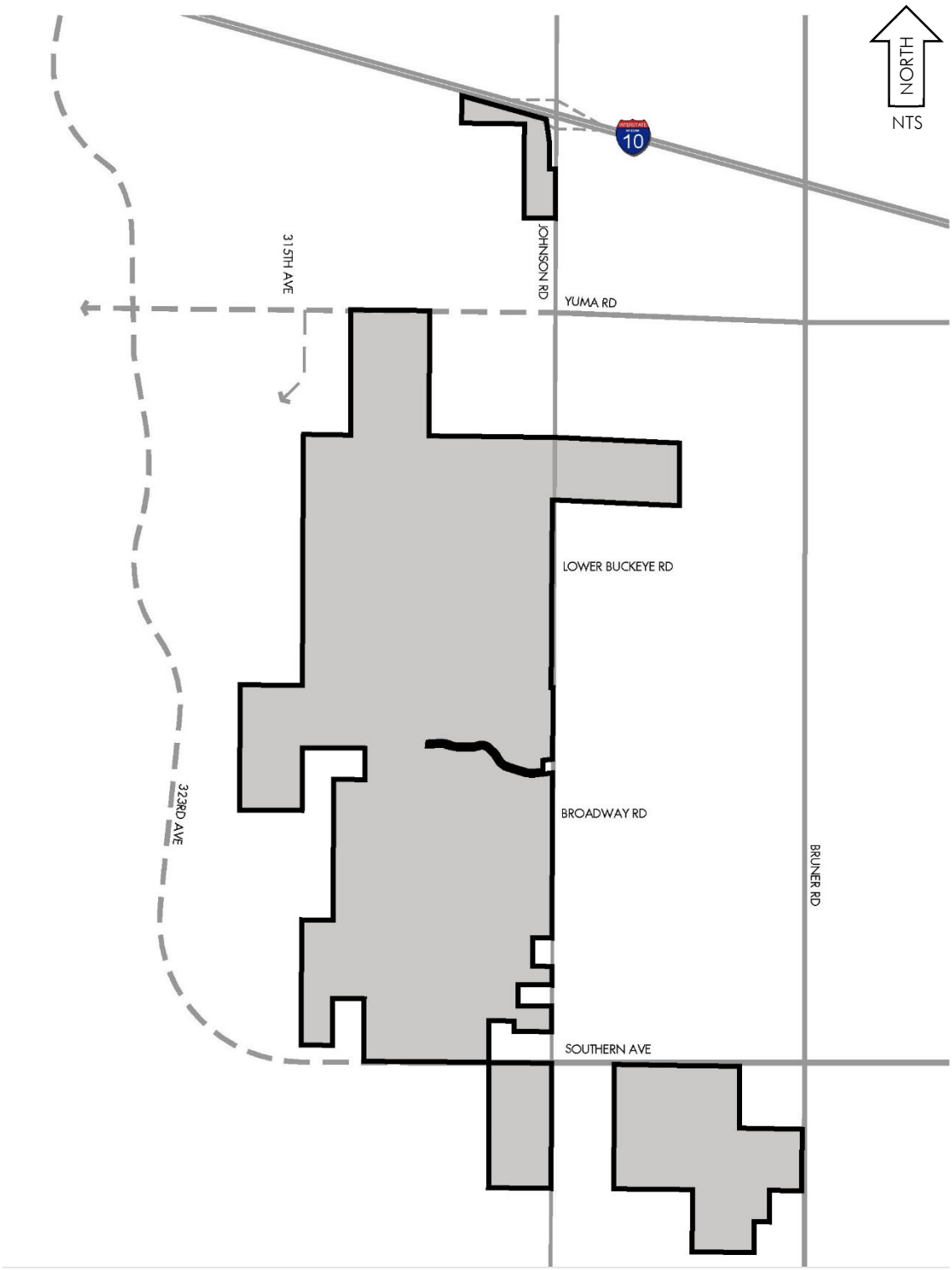
FIGURE 1.1 - PROPERTY



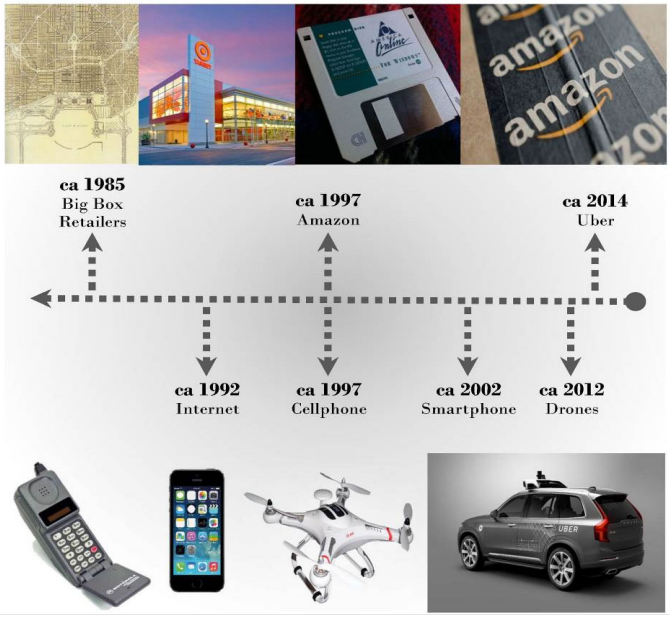
1.0. VISION

Creating a dynamic economic engine requires a vision of the future where development is planned and implemented differently than is standard practice today. When Daniel Burnham designed the Plan of Chicago nowhere in the plan was there an airport because airports did not yet exist. The framework of the plan, however, guided the location of the future airport in that region. Today we recognize that technology is quickly and constantly changing the way people live, work, and shop.

It is not possible to foresee where these and other technological changes will lead in another 30 to 50 years, but when considering long range plans, it is the framework that will guide development. This framework is intended to encourage a level of flexibility in regard to future development, while concentrating higher intensity development where infrastructure exists and can be provided to support it. Refer to *Figure 1.2 –Technological Innovation*.

FIGURE 1.2 - TECHNOLOGICAL INNOVATION

- *38 years ago, big box retail shopping was not ubiquitous*
- *31 years ago, the internet became increasingly more available to the public*
- *26 years ago, Amazon was in its infancy stage*
- *21 years ago, smart phone technology was replacing the "old" simple flip cellphone*
- *11 years ago, drones were not commonly used household gadgets*
- *9 years ago, Uber and Lyft began providing "taxi", cargo and delivery service*
- *today we are on the brink of a data processing boom*



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The Cipriani CMP envisioned a "family oriented" community with generous parks to support family activities, youth sports, and other recreational activities. While a great vision for a wonderful community, it is a vision that requires an abundance of water to support it. Water is a valuable resource and how and where it is used is important in the desert. This CMP has a significantly different vision, a vision to create an economic engine for the City, a vision that does not rely on water to support residential uses, and a vision that embraces our desert climate and landscape.

To create a framework with flexibility, the CMP establishes land use designations. Land use designations are described in Section 4 of the CMP. Designations include open space, commercial, and light industrial. The designations specify applicable development standards and permitted uses. More than one land use designation may apply to land within the Property, however, when land is developed a specific land use designation will be selected and applied.

For instance, a nature preserve could be located anywhere within the Property. A nature preserve is permitted in the open space land use designation. This designation therefore includes the entire Property. Similarly, a fire station, a commercial or light industrial land use designation, is also an appropriate designation anywhere within the Property, except within Stone House Wash. These designations are layered in a manner that permits open space everywhere, but not necessarily other designations. Light industrial and commercial uses are not permitted in Stone House Wash where only the open space land use designation is appropriate. Light Industrial is not permitted at the corner of Southern Avenue and Johnson Road, or at the corner of I-10 and Johnson Road where commercial uses are desired by the City. Where land use designations overlap the development options are flexible. In certain areas, undeveloped land could be developed with an open space use, a commercial use, or a light industrial use. Prior to the approval of such development a selected land use designation is applied.

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2. EXISTING CONDITIONS

2.0. SITE CONTEXT

The Property is located south of Interstate 10 ("I-10") and approximately 4-miles west of State Route 85 ("SR 85") in the City of Buckeye (the "City"). The largest contiguous area of the Property is approximately 1,700 acres of land located west of Johnson Road between Yuma Road and Southern Avenue. Approximately a half-mile east of the Property is Buckeye Municipal Airport. There are four other community master plans in the region south of I-10 and west of SR 85. Three of these, Westpark, Westwind, and Silver Rock, are east of Palo Verde Road. The other, Desert Creek, is west of the Property. See *Figure 2.1 - Site Context*.

West of Desert Creek is the Hassayampa River. The river joins the Gila River south of Old Highway 80. Approximately 1 mile south of the Property is a branch of the Union Pacific Railroad. Agricultural uses are significant as shown in *Figure 2.2 - Aerial Context*. The Property includes some agricultural uses but is primarily undeveloped land.

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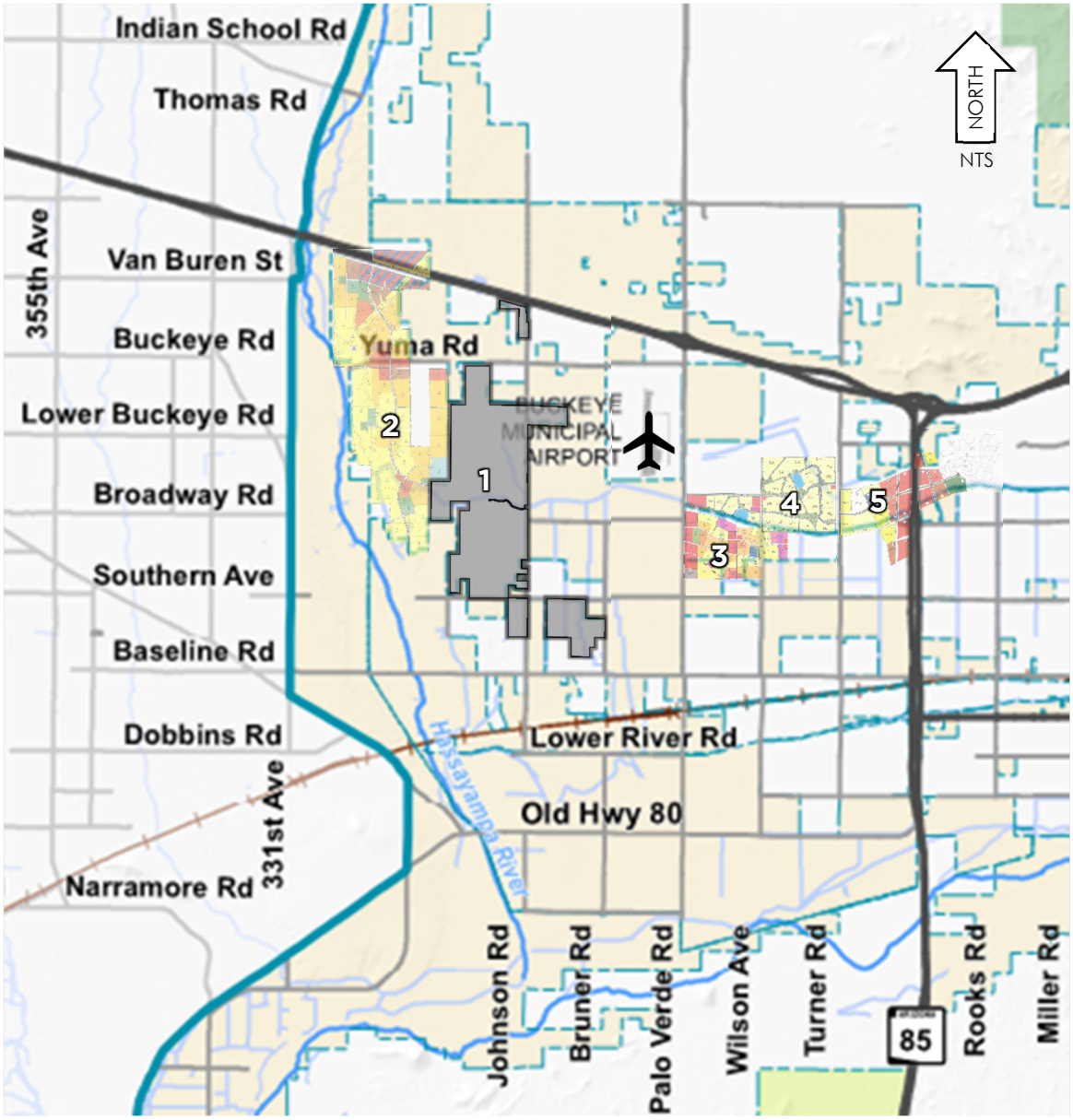
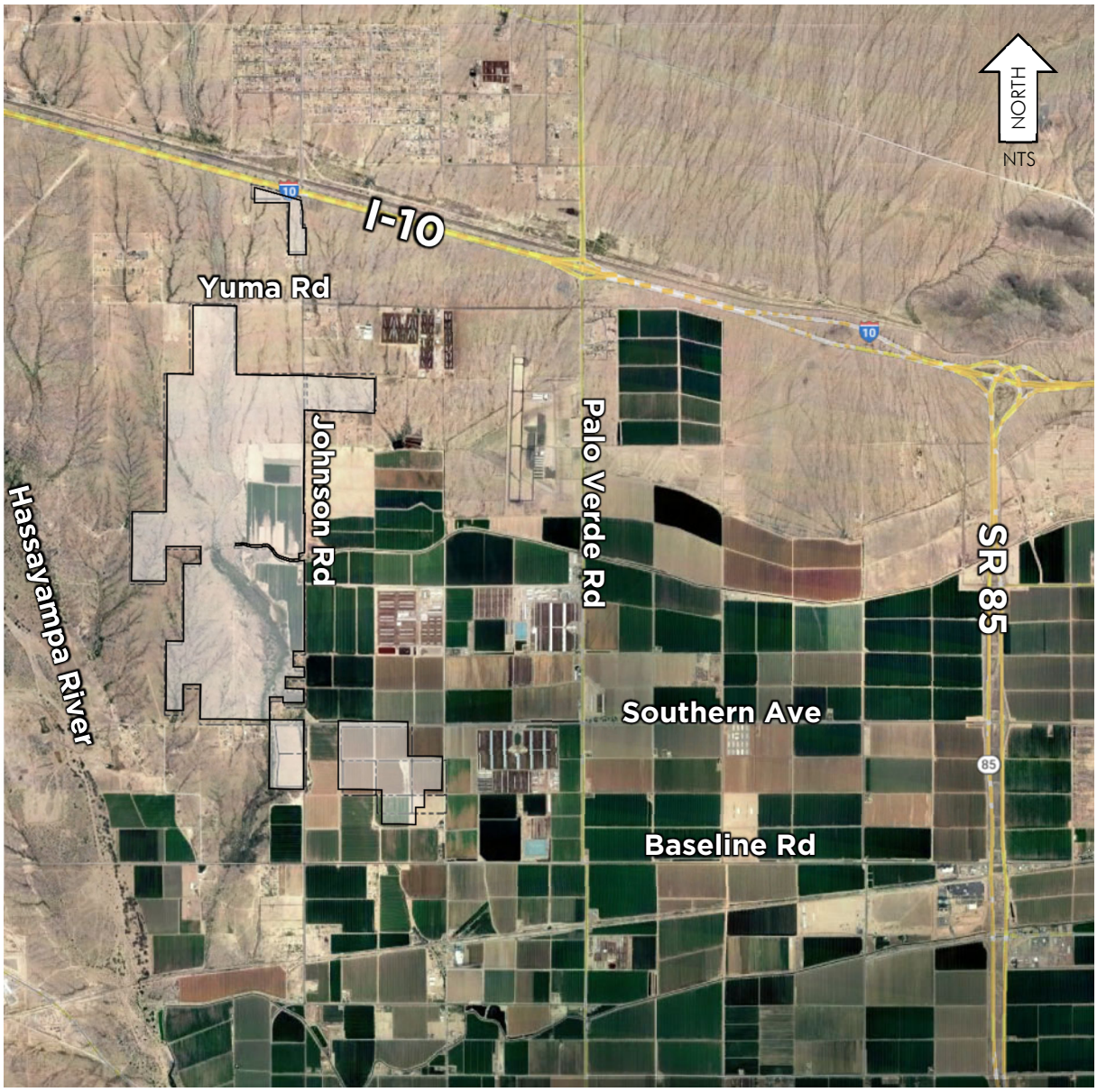
FIGURE 2.1 - SITE CONTEXT



1. Buckeye Tech Corridor
2. Desert Creek (CMP-2007)
3. Silver Rock (CMP-2005)
4. Westwind (CMP-2005)
5. Westpark (CMP-2000)

FIGURE 2.2 - AERIAL CONTEXT



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2.1. CIRCULATION

Access to the Property is possible via Yuma Road, Johnson Road, and Southern Avenue; all currently two-lane paved roadways. The I-10 interchange nearest the Property is located at Palo Verde Road. I-10 access ramps do not exist at Johnson Road, however an overpass does.

South of I-10 and west of SR 85 vehicular circulation occurs on two-lane roads (one through lane in each direction) along Southern Avenue, Baseline Road, Palo Verde Road, and Johnson Road. *Figure 2.3 - Existing Lane Configuration* depicts the existing lane configurations as described in the 2019 Buckeye in Motion Transportation Master Plan. Yuma Road is also a paved two-lane road between Johnson Road and Palo Verde Road.

FIGURE 2.3 - EXISTING LANE CONFIGURATION

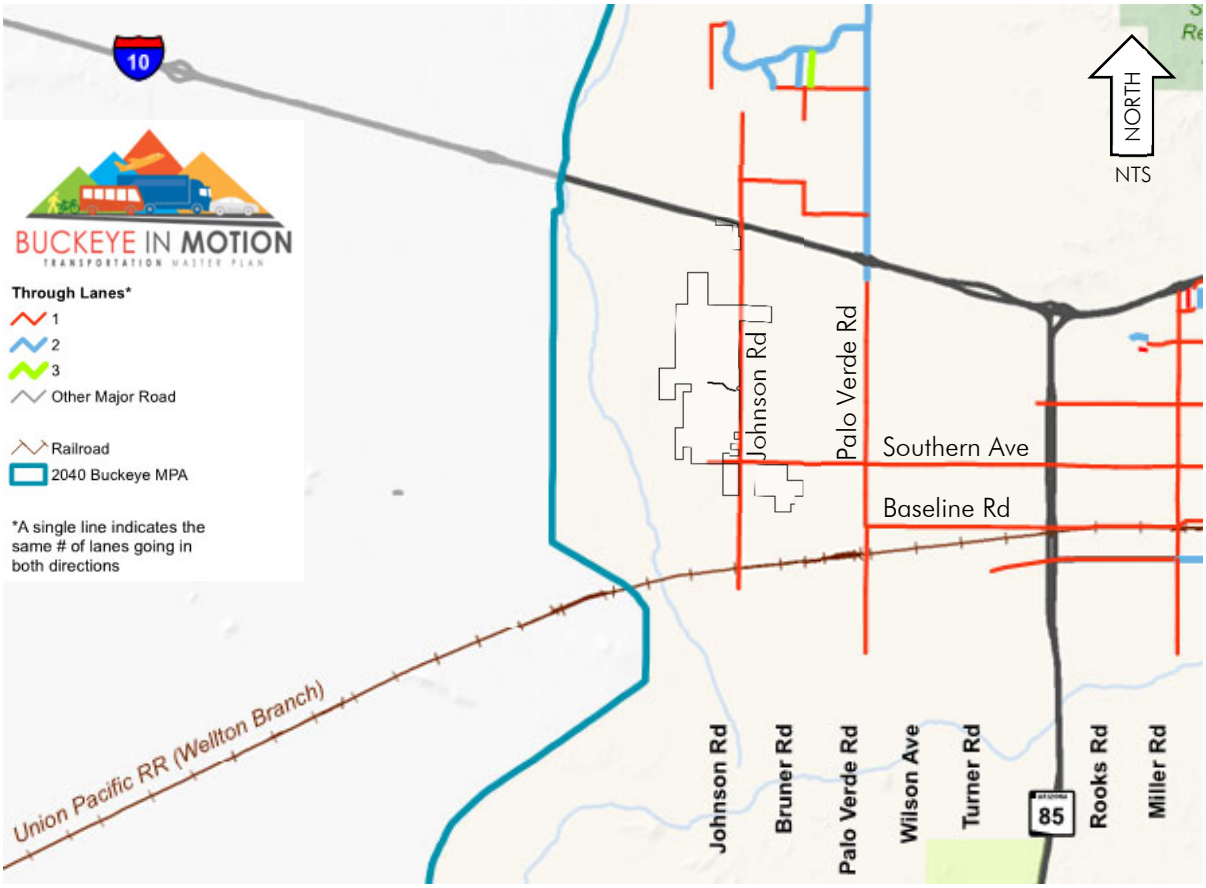

Figure 2.4 - MAG Facility Type depicts the Maricopa Association of Governments ("MAG") roadway classification as described in the 2019 Buckeye in Motion Transportation Master Plan. East/west roads classified as Arterial include 1) Southern Avenue from SR 85 to Bruner Road, 2) Baseline Road from SR 85 to 331st Avenue, and 3) Yuma Road between Johnson Road and Palo Verde Road. North/south roads classified as Arterial include Johnson Road and Palo Verde Road between I-10 and Old Highway 80.

FIGURE 2.4 - MAG FACILITY TYPE

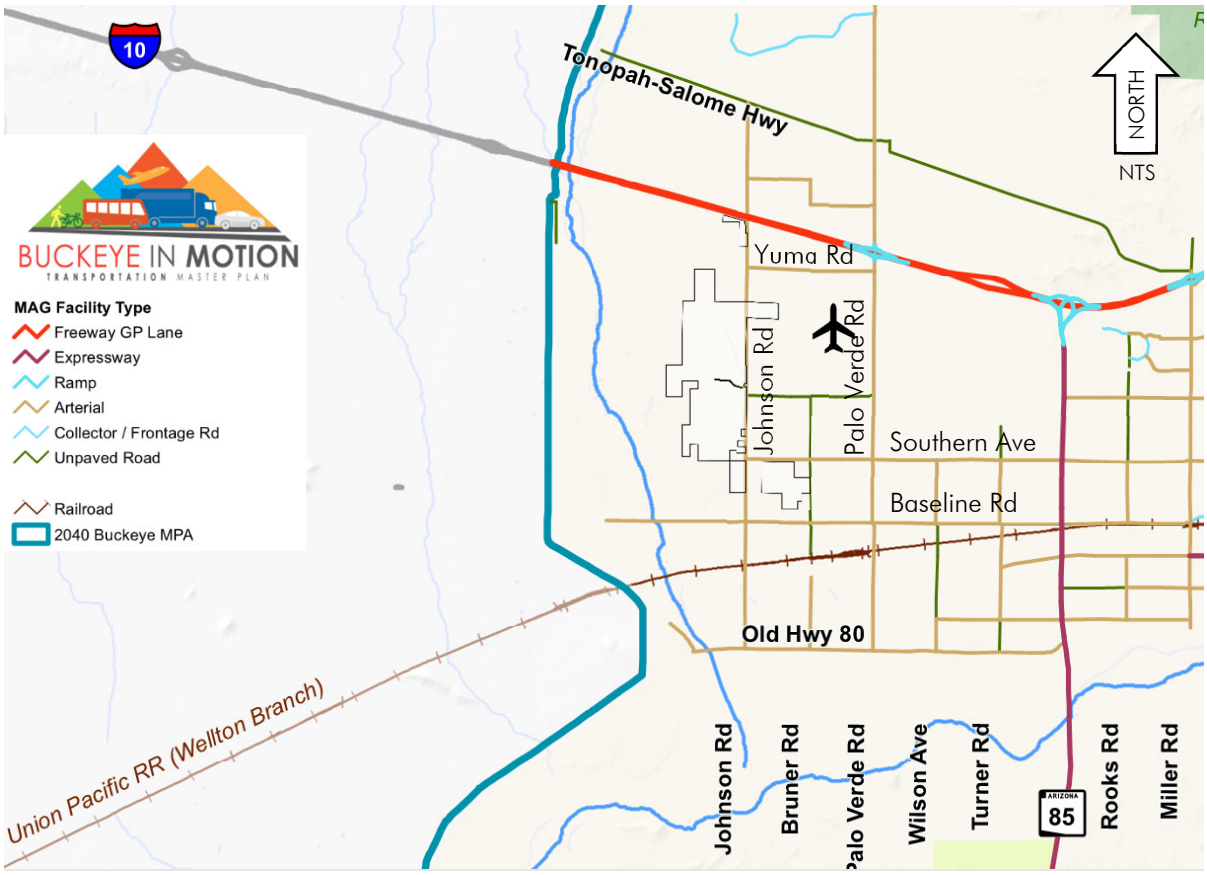

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Figure 2.5 - Future Street Network depicts the City's future roadway network as described in the 2019 Buckeye in Motion Transportation Master Plan (the "TMP"). The principal routes include the Parkway classification. Yuma Road and Southern Avenue are the principal east/west Parkway routes. Palo Verde Road is the principal north/south Parkway route. Johnson Road is the major arterial serving the Property. From SR 85, the Broadway Road alignment swings south to the half-mile alignment north of Southern Avenue. It then includes a pair of 90-degree jogs before intersecting with Johnson Road. West of Johnson Road the alignment curves north (along the 323rd Avenue alignment) where it eventually intersects with Yuma Road. South of this alignment 323rd Avenue has an Arterial roadway classification.

FIGURE 2.5 - FUTURE STREET NETWORK

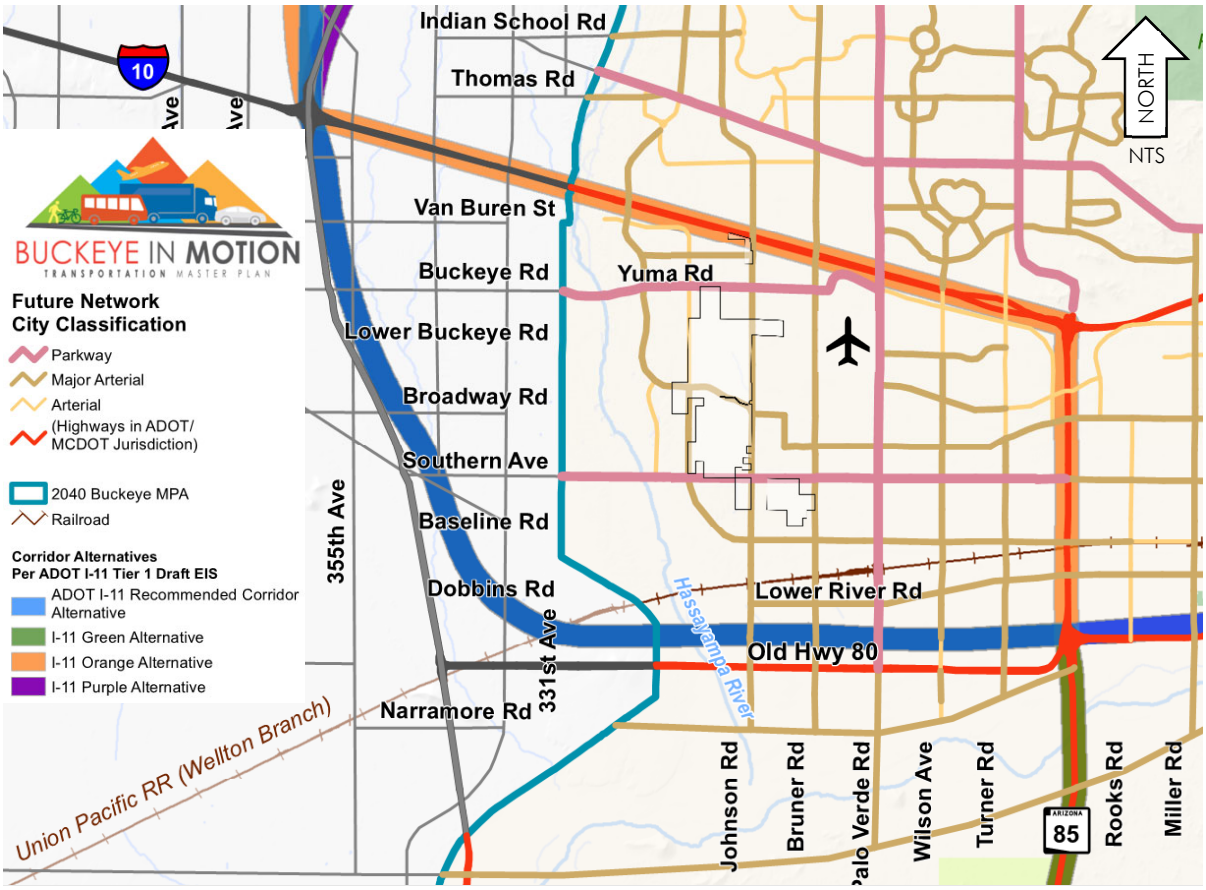
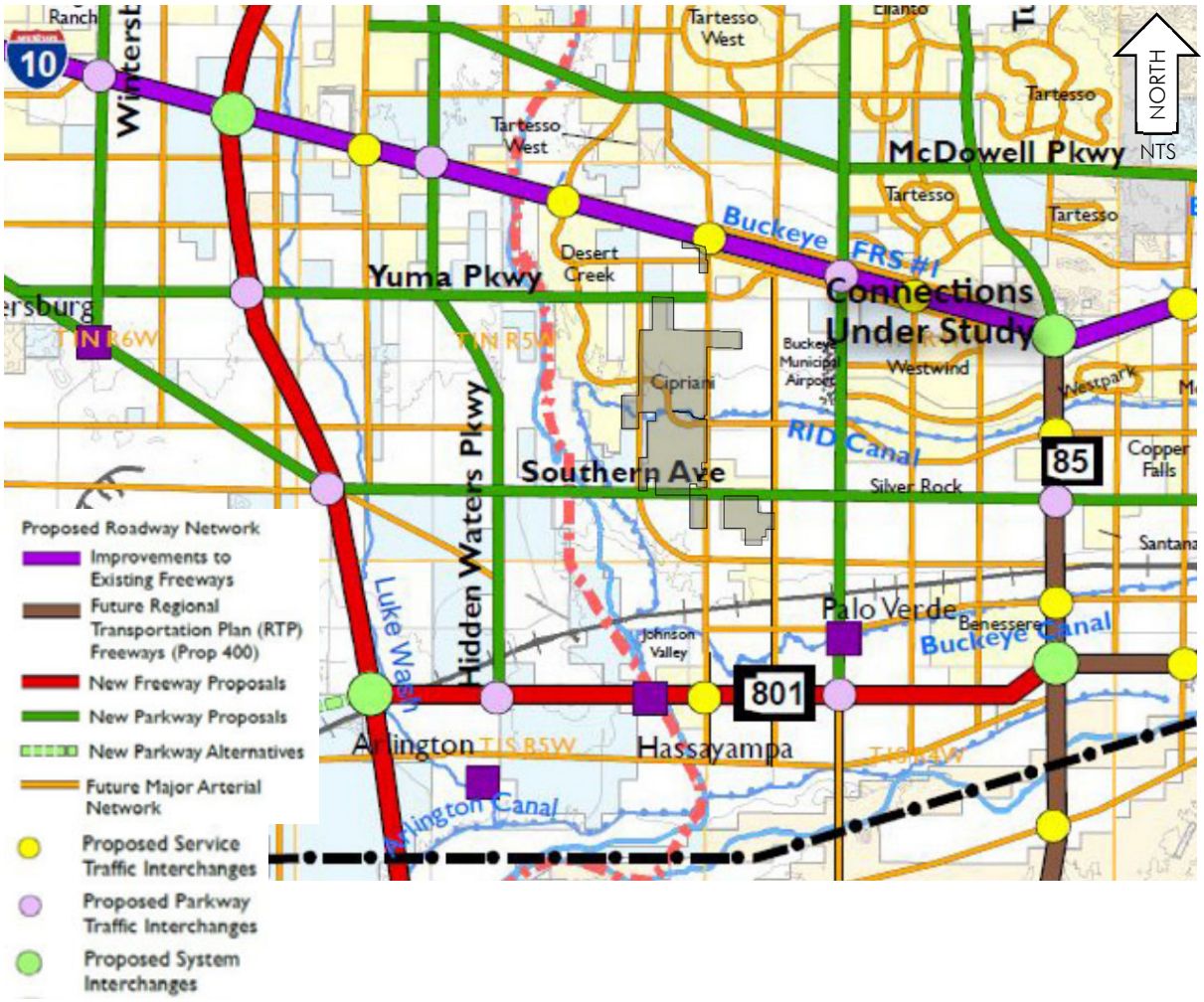


Figure 2.6 - I-10/Hassayampa Valley Transportation Framework Study depicts a portion of the 1-10/Hassayampa Valley Roadway Framework Study by MAG. The study recommends interchange access along I-10 almost every other mile. In addition to access from I-10, access to the conceptual alignments of State Route 801 and Interstate 11 are recommended.

According to the Regional Transportation Plan (the "RTP") by the Arizona Department of Transportation ("ADOT"), Federal Highway Administration ("FHWA") and MAG, the State Route 801 (renamed State Route 30) study area extends from State Route 202 to State Route 303 on an alignment between Lower Buckeye Road and Baseline Road.

FIGURE 2.6 - I-10/HASSAYAMPA VALLEY TRANSPORTATION FRAMEWORK STUDY



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2.2. AIRPORT

The Buckeye Municipal Airport is located approximately a half-mile east of the Property. The Property is outside of the Airport Overlay District (the "AOD"). *Figure 2.7 - Airport Overlay District*, from the City's Development Code, depicts the boundary for the AOD. The 65 Ldn contour line is located within the confines of the airport. Additionally, the City's Buckeye Airport Area Plan, a task of the Imagine Buckeye 2040 General Plan, envisions the Buckeye Airport area as a regional employment and retail hub. The CMP supports this vision by providing a framework that places an emphasis on commercial, employment, and light industrial uses.

2.3. ROOSEVELT IRRIGATION DISTRICT CANAL

The Roosevelt Irrigation District (the "RID") canal conveys groundwater and treated effluent from the 91st Avenue Water Reclamation Facility (WRF) and delivers water for irrigation of agriculture. The RID canal enters the Property at Johnson Road approximately 900 feet north of the Broadway Road alignment. The canal terminates approximately 2,500 feet west of Johnson Road. A non-operational section of the RID canal extends westerly from Stone House Wash towards the Hassayampa River.

2.4. REGIONAL DRAINAGE PATTERNS

The Property is located within the Phoenix Active Management Area and more specifically within the Hassayampa Groundwater Sub-basin. The site generally slopes from the northeast to the southwest towards the Hassayampa River located approximately one mile west of the Property. The elevation at the intersection of Johnson Road and Yuma Road is approximately 1,040 feet above sea level, while the elevation at 315th Avenue and Southern Avenue is approximately 930 feet above sea level. The slope within the Property is roughly one percent with greater variations near wash corridors.

The Property is impacted by offsite runoff along the northern, eastern, and southern boundaries generated primarily by the undeveloped rangeland between the Buckeye Flood Retarding Structure (FRS) No. 1 just north of I-10 and the Property. The offsite runoff generally enters the Property both as sheet flow and within a number of natural wash corridors. The most significant wash corridor within the Property is referred to

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as Hassayampa River Tributary 1E, or "Stone House Wash". The wash is located west of Johnson Road and enters the Property at Yuma Road and exits the Property at Southern Avenue where it then skirts the western edge of the Property. The wash outfalls to the Hassayampa River approximately 1.8 river miles downstream of the Property. The Roosevelt Irrigation District canal terminates east of the wash just north of the Broadway Road alignment. South of the canal termination vegetation within the wash is a result of flows exiting the canal and draining to the wash.

Runoff generated onsite and offsite enters the Property and flows south as sheet flow and within the Hassayampa River tributaries within the Property. Upon exiting the southern boundary of the Property, the combined onsite and offsite runoff enters the Hassayampa River. Both the Hassayampa River Tributary 1E and an unnamed wash corridor near the southwestern corner of the Property were previously designated as Waters of the United States (WOTUS) per Section 404 of the Clean Water Act. The limits of these designations may be re-evaluated by the US Army Corps of Engineers and it is expected that the 404 status for the Hassayampa River Tributary 1E wash will remain, while those for the unnamed wash will be removed.

2.5. Environmental Evaluations

To the extent a biological evaluation concludes there are threatened or endangered species within the Property, the Property will be developed in compliance with City, county, state and federal laws. A geotechnical assessment and Phase I Environmental Site Assessment have concluded there are no recognized environmental conditions.

2.6. Water Service

The Property is within the City of Buckeye's incorporated limits and water service planning area. Most of the property is in planned Pressure Zone 2, although the small area south of Southern Avenue is in Pressure Zone 1. Existing City-owned water infrastructure within the vicinity of the Property includes two City wells (Wells 12 and 14) approximately one-half mile east of the Property. A third City well (Well 13) is also under construction in the same area. A 12-inch well transmission main runs from the wells east along Yuma Road and then continues south along Johnson Road as a 16-inch main. These wells deliver water to Buckeye's downtown area

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and the transmission main does not have sufficient capacity or pressure for use as a distribution source to the Property.

The City's 2017 Integrated Water Master Plan (IWMP) identified preliminary locations for three water campuses in the vicinity of the Property based on then-assumed water service areas. Per City staff, these locations and associated service areas are flexible and can be refined. As the Property and surrounding areas develop, it is anticipated that only a single water campus may be needed to serve the Property and surrounding areas, which could be located along Johnson Road near Broadway Road. This campus would have two sets of pumps, one for serving property north of Southern Avenue in Pressure Zone 2, with the other set of pumps serving property south of Southern Avenue in Pressure Zone 1.

The Property is divided into planning units, with Planning Unit 2 (PU-2) generally located west of Johnson Road between Yuma Road and Southern Avenue (see also Section 3.2.A. – Planning Units). Depending on anticipated uses as the Property develops, if potable water demands are small (such as data center and warehousing uses) and the total potable and industrial process water demand does not exceed 2,000 acre-feet per year (AFY), the first parcels to develop and all of PU-2 may be served potable water and industrial process water by private onsite wells as long as appropriate groundwater withdrawal rights are in place in accordance with Arizona Department of Water Resources (ADWR) requirements. One or more private fire storage tanks and booster pump stations would be constructed to meet fire flow requirements. In this scenario, the wells, storage, and booster pumps would be privately owned and operated.

An alternative to this scenario for PU-2 is to drill and develop two wells to City standards. These wells, together with waterlines to each parcel (or group of parcels), would be owned and operated by the City and would provide water for industrial cooling and fire protection purposes. Water would be metered at parcel property lines. Parcels would then provide onsite private piping, storage tanks and booster pumps to meet fire protection requirements and for industrial cooling water. In this scenario, exempt (pumping rate less than 35GPM per ARS 45-454) private wells would be drilled by parcels to provide potable water.

If, at the time of development, the landowner decides that one of the above

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scenarios are not desired, a minimum of two wells would be drilled and equipped to City standards and the first phase of a City-owned water campus would be constructed. Additional wells, including a redundant well, would be drilled if the water demands exceed the capacity of the first two wells. Supply redundancy may also be provided by connecting to the well transmission main along Johnson Road. This connection would be controlled by valves or other devices that allow the City to have complete control over the water from the City-owned water campus to the City's transmission main and vice versa, to ensure that the connection only flows when there is excess capacity in the system and when doing so does not negatively impact the existing service area. At the discretion of the developer and subject to agreements with Roosevelt Irrigation District (RID), process water may also be provided by RID and conveyed to the Property via the RID Canal, which terminates on the Property. The Developer is also considering the possibility of utilizing treated effluent which, subject to agreements with appropriate parties being in place and the right to do so being issued by the effluent provider, could be conveyed to the Property through underground storage and recovery and/or through a wheeling agreement with RID.

2.7. WASTEWATER SERVICE

The Property is within the City of Buckeye wastewater service planning area. There is no existing wastewater infrastructure within the vicinity of the Property. The City's 2017 IWMP identified preliminary locations for future water reclamation facilities (WRFs) to treat flows from the region, and also identified preliminary sewer shed boundaries for each WRF, one of which generally follows the RID canal and bisects the Property. Per the City, the WRF locations and sewer shed boundaries identified in the 2017 IWMP are preliminary and can be adjusted as the Property and surrounding area develop. Since the City is supportive of larger regional service areas for each WRF and the Property and surrounding area generally slope to the south, it is anticipated that flows from the Property and surrounding area can be served by a single regional WRF near the southern end of the Property at full buildout.

Depending on anticipated uses as the Property develops, wastewater flows from the Property may be insufficient to support the first phase of a regional WRF. Wastewater captured after multiple cycles of a data center cooling process or other industrial

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processes may be of inappropriate quantity and/or quality to discharge directly to a WRF and may instead be discharged to evaporation ponds or processes, or to the ground pursuant to an Aquifer Protection Permit for groundwater recharge. The City has indicated that, if the Property's initial wastewater flows to be directed to treatment are small (e.g., typical of flows from light industrial, warehousing, etc.), the development may be served by one or more septic systems. If the buildout wastewater flows from one or more parcels within the Property are anticipated to exceed the flow that the City and ADEQ allow for individual septic systems, those parcels may be dry piped for sewer service at the time of development so they can be easily connected to a regional gravity sewer system as the larger region builds out and a regional WRF is constructed.

As the Property develops, if wastewater flows from one or more parcels are projected to exceed what the City and ADEQ allow for septic systems but are not sufficient enough to support the first phase of a regional WRF, a temporary WRF may be constructed to handle the flows on an interim basis until the first phase of the permanent WRF is brought online.

PU-2 is anticipated, but not required, to be developed in its entirety for Data Center and Data Center related uses as defined in Section 6. Due to the low number of employees associated with this use, septic systems may be used as a permanent wastewater solution as long as ADEQ standards for septic systems are met.

2.8. ENCUMBRANCES

The Property is an assemblage of parcels as described in *Appendix A – Legal Description*. The Property is encumbered by some existing easements and rights-of-way. The abandonment and/or realignment of these easements and rights-of-way is anticipated and required to allow for development appropriate to the vision of the CMP.

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3. COMMUNITY MASTER PLAN FRAMEWORK

Pursuant to the City of Buckeye Development Code (the "Development Code"), the purpose of the CMP is to a) permit and encourage innovative land development while maintaining appropriate limitations on the character and intensity of use and assuring compatibility with adjoining and nearby properties; b) to permit greater flexibility within the development to best utilize the physical features of the particular site in exchange for greater public benefits than would otherwise be achieved through development under the Development Code; and c) to encourage integrated and unified design and function of the various uses comprising the CMP.

This CMP, as the implementation tool of the Planned Community zoning district ("PC District"), establishes: 1) an overall vision for the Property, 2) the primary framework for improvements within the Property, 3) sets forth a logical planning process appropriate for phased improvements, and 4) defines the standards and regulations that govern the development. As more detailed planning occurs, additional information will be provided to ensure that the necessary infrastructure is available to serve the future uses within the Property.

The CMP focuses on a range of possible uses and development standards to create appropriate built form without pre-mandating specific solutions. For example, a business park looking for a site near the Airport can use this CMP to identify possibilities. While the CMP does not specify exactly where a business park must be located, it proposes a set of options.

The key to achieving the needed flexibility are the land use and infrastructure development standards that are applied to the development of the Property. Land use designations guide the character and quality of the built environment allowing for a range of acceptable uses to occur and evolve over time. Market forces and conditions may direct the timing for the development of individual components within the Property.

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3.0. RELATIONSHIP WITH THE DEVELOPMENT CODE

The uses, development standards, densities and other provisions as provided in this CMP and the Development Agreement, as amended, shall govern the development of the Property to the extent that these conflict with the City of Buckeye Code of Ordinances, rules, regulations and standards of development including, but not limited to, resolutions, design, detail, official policies and procedures (collectively, as amended or adopted from time to time, the "Laws and Regulations"). Otherwise, the Laws and Regulations in effect at the time of development and/or the issuance of a permit to construct or make improvements, which includes construction of any public infrastructure required pursuant to this CMP or the Development Agreement, shall apply to the Property. To the extent changes to the Laws and Regulations not attributed to the future laws and regulations paragraph below cause a significant, negative impact on the cost or constructability of the improvements, the Parties agree to utilize the dispute resolution procedure outlined in the Laws and Regulations section of the Development Agreement, as amended.

Future laws and regulations shall apply to the Property, regardless of the impact on the development of the Property, if such future laws and regulations are required or mandated by federal, state or county law or regulation; required or imposed by judicial or regulatory action; or are necessary to alleviate or otherwise contain threats to public health or safety. The applicability of future changes in the Laws and Regulations will be construed as a condition to development imposed by operation of law.

3.1. COMMUNITY MASTER PLAN HIERARCHY

The CMP is the first level of planning and sets forth the regulatory framework for the development of the Property. It establishes planning units, a land use budget, land use designations, permitted uses, and development standards. These framework elements guide development within the Property to occur in a manner that can accommodate the market, surrounding conditions, and redevelopment of the Property over time.

A. PLANNING UNITS

The Property is divided into planning units (together, the "Planning Units",

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individually, a "Planning Unit"). See *Figure 3.1 – Planning Units*. The Planning Units are conceptual in nature and do not necessarily define a development parcel boundary, but rather identify areas of land within the Property to phase the environmental and infrastructure analyses. Planning Units are used to further define the Land Use Budget. A Planning Unit boundary, or portion thereof, may be reasonably adjusted to follow a lot line, tract boundary or roadway as ultimately platted or constructed. It is anticipated that Planning Units will contain multiple parcels.

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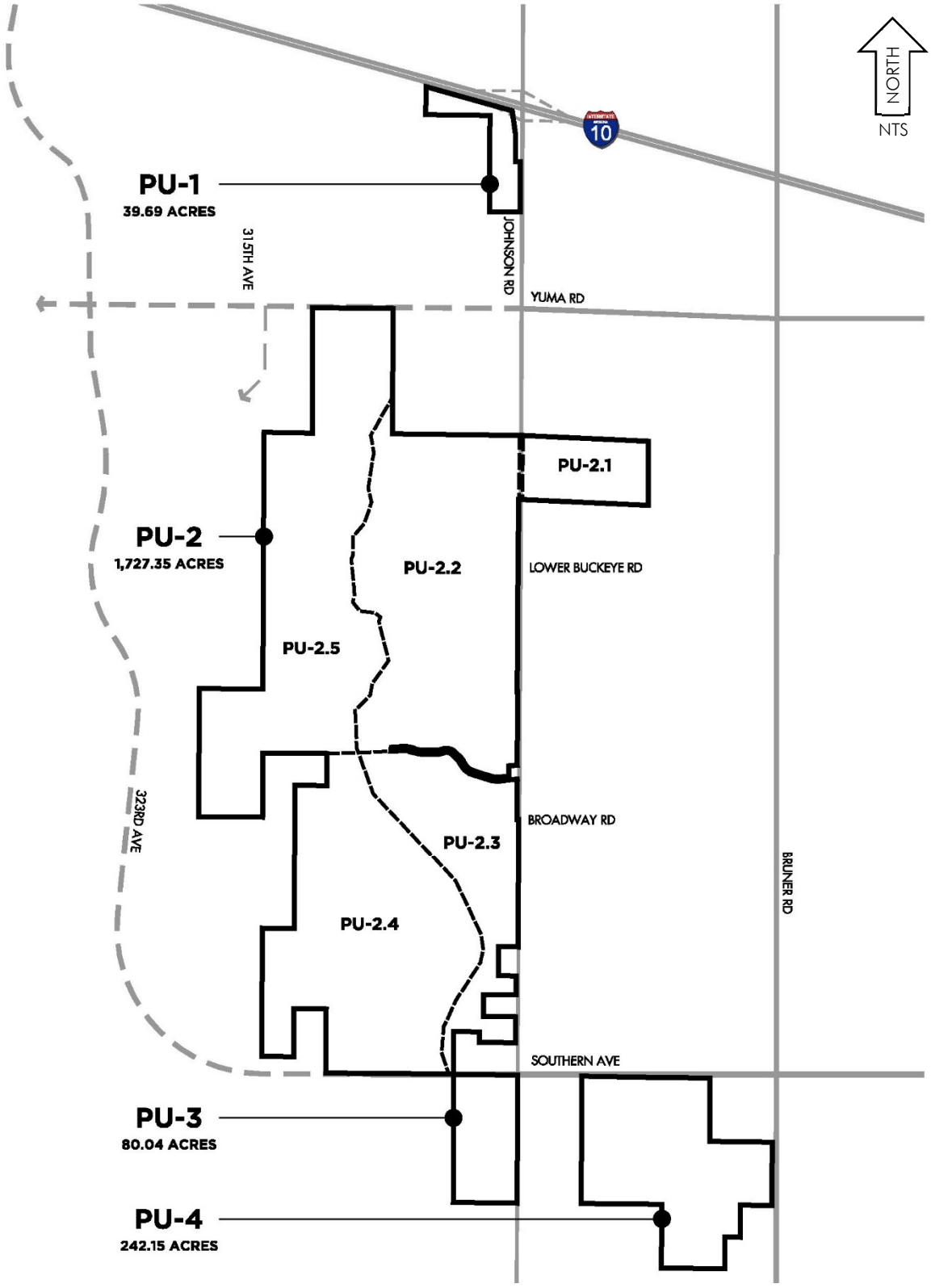
FIGURE 3.1 - PLANNING UNITS



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B. Master Reports

Infrastructure planning will occur at various times and at increasing levels of detail as the Property develops. The CMP provides an overview concept of the infrastructure planning for the Property. To assure that the development and intensities proposed can be reasonably accommodated in an orderly fashion, master reports for water, wastewater, drainage, and transportation (individually a "Master Report" and collectively the "Master Reports") will provide an additional level of analysis for infrastructure planning for the Property.

Master Reports will be provided prior to development within a Planning Unit. The Property will be developed in phases; accordingly, a Master Report, or Planning Unit Plan, may be prepared for the specific Planning Unit, or a portion thereof, in which development will occur rather than the entire Property. Updates to a Master Report may be required by the City Engineer if significant changes are made to the assumptions utilized to prepare the Master Report. Master Reports may be amended with the approval of the City Engineer. The scope of an update is limited to the Planning Unit, or portion thereof, necessitating the need for an amendment. Because these reports may be updated throughout the development of the project, they will be administratively reviewed and approved by the City separate from this CMP.

Ultimate improvements will be based on actual site plans and subdivision plats. A site-specific infrastructure report shall be developed, as necessary, and submitted with a subdivision plat or site plan for that specific subdivision plat or site plan. A site-specific infrastructure report is not required when a subdivision or development plan is equally or less intense than that assumed in the Master Report. This does not preclude the need to provide a basis of design report for water, sewer, or drainage with a development plan.

C. Environmental Analysis

Similar to the Master Reports, required environmental analyses may be prepared for the specific Planning Unit or specific site where development will occur rather than the entire Property.

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D. LAND USE BUDGET

Figure 3.2 - Land Use Budget sets forth the minimum and maximum amount of intensities and densities for the Property as a whole. The intensity and density are subject to the Land Use Designation at the time of site plan or subdivision plat approval and are dependent on several conditions including drainage, topography, and infrastructure.

FIGURE 3.2 - LAND USE BUDGET

Land Use Designation	*acres*	Commercial *sf max*	Light Industrial *sf max*	Open Space *acres min*
Planning Unit 1	39.7			6.0
Planning Unit 2	1,720.8			172.1
2.1	*78.3*			*7.8*
2.2	*483.7*			*48.4*
2.3	*205.4*			*20.5*
2.4	*456.4*			*45.6*
2.5	*497.0*			*49.7*
Planning Unit 3	80.0			12.0
Planning Unit 4	242.2			36.3
TOTAL	**2,082.6**	NOT LIMITED	NOT LIMITED	**226.4**

Notes:

1. Open space required to meet the minimum requirements shall be designated OS
2. Open Space required for one planning unit may be provided in another planning unit
3. Planning Unit areas are net existing rights-of-way (gross area = 2,091 acres)

E. SITE PLANS AND SUBDIVISIONS PLATS

The most detailed level of planning and development review occurs with the approval of a final site plan and/or a subdivision plat. This level of planning provides site specific details of individual parcels and will identify land use and the location of buildings. When required, detailed site plans and subdivision plats will be prepared, submitted for review, and approved by the City, following City process, before development occurs on a particular portion of the Property. Submissions at the site plan and subdivision plat level will be of sufficient detail to ensure appropriate transitions between different developments, adequate infrastructure is provided, and to facilitate the implementation of the CMP and Master Reports.

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F. Development Standards

The development standards described in the CMP, as may be amended, (the "Development Standards") are intended to provide for the integration of a variety of public and private uses in relatively close proximity to each other. The Development Standards are an integral part of the Rules and will guide development in a manner that achieves the overall vision for the Property.

3.2. Review and Approval Process

A Planning Unit Plan (a "PUP") includes master reports for water, wastewater, drainage, and transportation for a Planning Unit, or a portion of a Planning Unit provided the area is at least 160 acres. The PUP establishes a framework for the infrastructure systems within a Planning Unit. In addition to the Master Reports an environmental analysis may be prepared and submitted for an entire Planning Unit, or a portion of a Planning Unit, instead of being prepared on a site-by-site basis. A PUP shall establish a landscape planting theme to create a sense of cohesion along arterial roads and parkways. A PUP shall establish conceptual locations and character for thematic signage along arterial roads and parkways. A PUP shall be submitted to the City for review and approved by the Planning and Zoning Commission prior to the approval of a site plan or subdivision plat within the applicable Planning Unit. A preliminary concept illustrating the potential designation of land uses may be included with a PUP application, however, the land use designations shall be interpreted as concept only. Conceptual land use designations may change without notice and do not require an amendment to a PUP. Actual land use designations will be determined at time of site plan and subdivision approval.

All site plans, permits, and other approvals (including, without limitation, substation and utility service approval requests) are administrative applications, and the Development Services Director has final approval authority for all such applications. Final plats and/or minor subdivisions that dedicate right-of-way require City Council approval unless the City approves an administrative approval process. Neighbor notifications are not required, except when improvements, other than landscape, walls, fencing, and entry drives, are within fifty (50) feet of the exterior perimeter of the Property or within 300 feet of an adjacent residential use.

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Upon receipt of a complete site plan application, the Development Services Director shall review all aspects of the application and provide the applicant with review comments or approval as soon as practicable following receipt of such application, and may approve an application with conditions to be completed during construction or require resubmittal with changes prior to approval.

To assist with the timing of a project, at-risk clearing, grading, and/or utility permits will be issued prior to approval of improvement plans when plans related to the at-risk improvements are submitted to, reviewed, and approved by the City. Reviews and approvals shall occur in a timely manner. All other permit requests (including building permit requests) shall be reviewed and issued in accordance with the City process, unless otherwise set forth in the Development Agreement.

3.3. DEVELOPMENT PHASING

The Property will be developed in multiple phases within each planning unit, in no particular order, both concurrently and in multiple stages, as market conditions warrant. Each phase will be responsible for the construction of half street improvements for those streets that are adjacent to the phase. Each phase may also be responsible for street improvements beyond the adjacent frontage (Offsite Streets), but only to the extent those Offsite Streets would no longer provide an acceptable level of service due to the increased traffic generated by the phase of development, as determined by a traffic impact analysis, which shall be reviewed and approved by the City.

Other infrastructure improvements, such as utilities, can be designed and sized to serve each phase of development, however, where practical, waterlines and sewer lines will be sized for the Property at buildout so that other parallel lines are not required at a later phase of development. The City may request the upsizing of infrastructure to serve lands beyond the Property. In such instances, the City will provide an agreement for reimbursement by the City and/or benefitted landowners, for the infrastructure oversizing.

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3.4. AMENDMENTS TO THE COMMUNITY MASTER PLAN

Amendments to the CMP may be necessary from time to time for various reasons. Amendments may be limited to one or more portions of the Property and any proposed change will not extend to or affect the remainder of the Property unless specifically included in the area specified by the proposed amendment. After City approval, an amendment shall be attached to the CMP as an addendum and become a part of the CMP.

Major and Minor Amendments to this CMP shall be submitted and approved in accordance with the process set forth in the Development Code; provided, however, that a request for a minor amendment shall be approved administratively if the amendment does not meet the criteria for a Major Amendment, and (i) will not materially and adversely affect adjacent land uses and the physical character of uses in the immediate area of the Property or the portion of the Property that is subject of the amendment; and (ii) will be generally consistent with the purposes of the CMP. A request to refine a Land Use Designation area along Stone House Wash to more closely align with the wash corridor and adjacent improvements is considered a minor amendment. An appeal of a decision shall be made per the standard City appeal process. A minor amendment does not require public notice or hearing.

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3.5. Agricultural Operations

Agricultural and ranching operations are permitted to continue. The continued agricultural and ranching operations shall not be a basis for a claim of noncompliance with the zoning. As portions of the Property develop the agricultural and/or ranching operation in the affected portions of the Property shall cease.

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4. LAND USE DESIGNATIONS

Land use designations establish the development standards and allowed uses applicable to a specific property. At the time of a preliminary site plan or subdivision plat submittal, the proposed land use designation(s) for the site, or portion of the site, shall be identified. At the time of a final site plan or subdivision plat submittal, the specific land use designation(s) shall be selected and, upon approval, assigned to the land. Improvements must conform to the development standards of the designated land use designation. Uses that are ancillary to the primary use are permitted even when listed as a permitted use. Applicable land use designations for the Property (a "Land Use Designation" or the "Land Use Designations") are described in this section. More than one (1) Land Use Designation may be assigned to a parcel.

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4.1. OPEN SPACE LAND USE DESIGNATIONS

Land use designations for open space uses (Open Space Land Use Designations) includes:

A. OPEN SPACE (OS)

Often development may include a range of uses from active recreational uses to passive native character open space uses. Typical OS designations include conservation areas, parks, trails, washes, detention/retention basins, drainage corridors, landscape areas (including street landscape tracts); among others. OS areas may include improvements such as lighting, paths, trails, and benches;, however landscape areas, including Stonehouse Wash do not require improvements. Improvements that encourage or attract public use are discouraged within PU-2 given the intention to develop a secure Data Center technology park.

Figure 4.1 - Open Space Land Use Designation identifies the locations OS designations are permitted. *Figure 4.6 – Land Use Designation Development Standards* defines property development standards for OS designations. *Figure 4.5 - Allowed Uses* defines uses permitted within an OS designation.

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FIGURE 4.1 - OPEN SPACE LAND USE DESIGNATION

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4.2. COMMERCIAL LAND USE DESIGNATIONS

Land use designations for commercial uses (Commercial Land Use Designations) include:

A. COMMERCIAL (C)

Often development that may include community and regionally related commercial uses such as retail, big box development, transportation related facilities, airport related facilities, freeway related facilities, office parks, general business, warehousing, medical facilities, research and development facilities, business parks, and clean manufacturing (such as Honeywell, Intel, or Microsoft). The regional commercial service area may extend beyond the City.

Figure 4.3 - Commercial Land Use Designation identifies the locations C designations are permitted. *Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for C designations. *Figure 4.5 - Allowed Uses* defines uses permitted within C designations. See also Section 4.3.A. Light Industrial.

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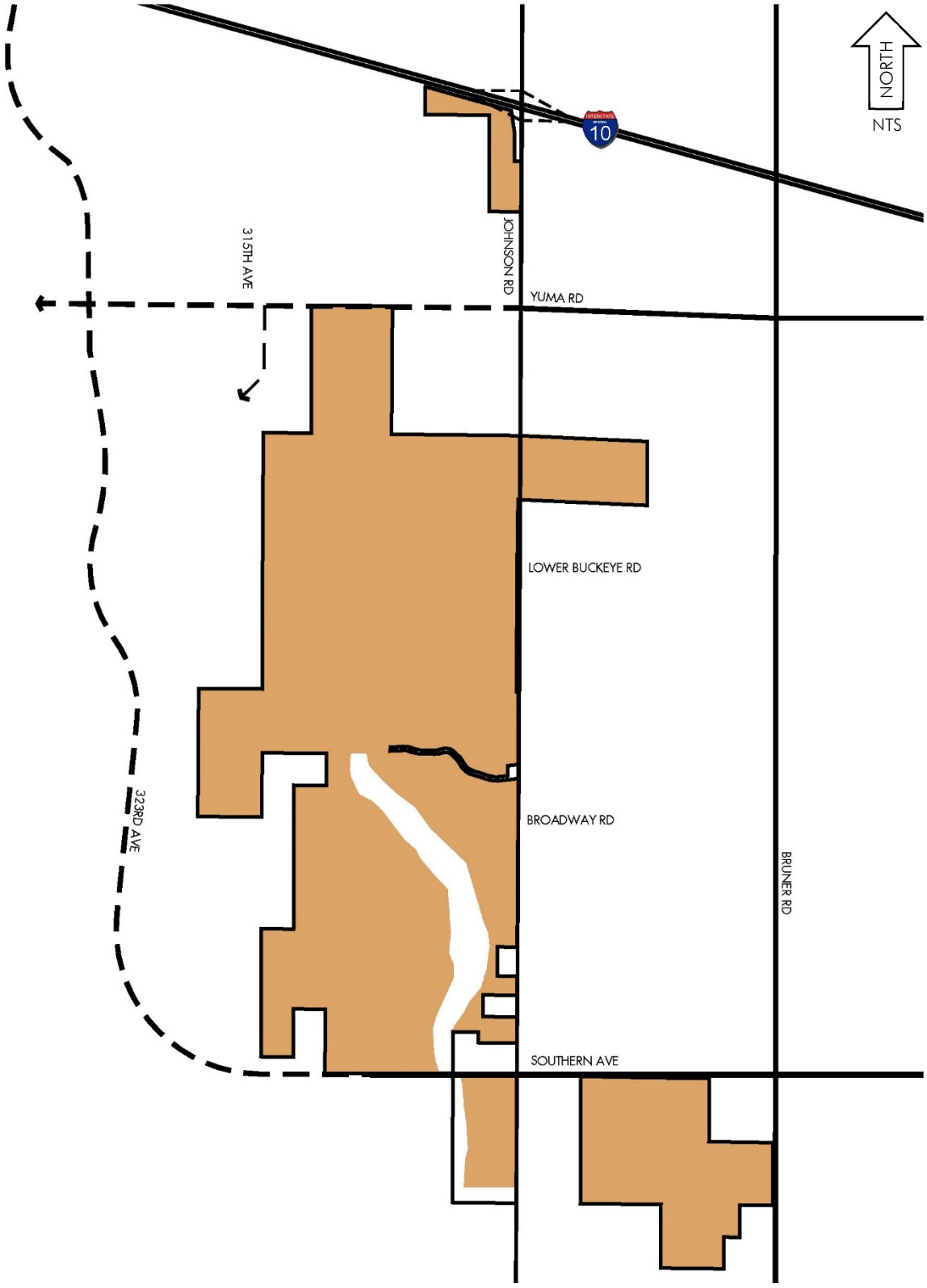
FIGURE 4.3 - COMMERCIAL LAND USE DESIGNATION



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4.3. LIGHT INDUSTRIAL LAND USE DESIGNATIONS

Land use designations for light industrial uses (Light Industrial Land Use Designations) includes:

A. LIGHT INDUSTRIAL (LI)

Often big box development with uses that may include transportation related facilities, airport related facilities, freeway related facilities, warehousing, medical facilities, business parks, research parks, high-tech industry, clean manufacturing (such as Honeywell, Intel, or Microsoft), and Data Centers.

Figure 4.4 – Light Industrial Land Use Designation identifies the locations LI designations are permitted. Approximately ten (10) acres of land in PU-1 are excluded from LI at the intersection of I-10 and Johnson Road and approximately ten (10) acres of land in PU-3 are excluded from LI at the intersection of Southern Avenue and Johnson Road to provide an opportunity for commercial uses to occupy these areas. The length and width of these areas may vary so long as a useable parcel is provided. *Figure 4.6 – Land Use Designation Development Standards* defines the property development standards for LI designations. *Figure 4.5 - Allowed Uses* defines uses permitted within an LI designation.

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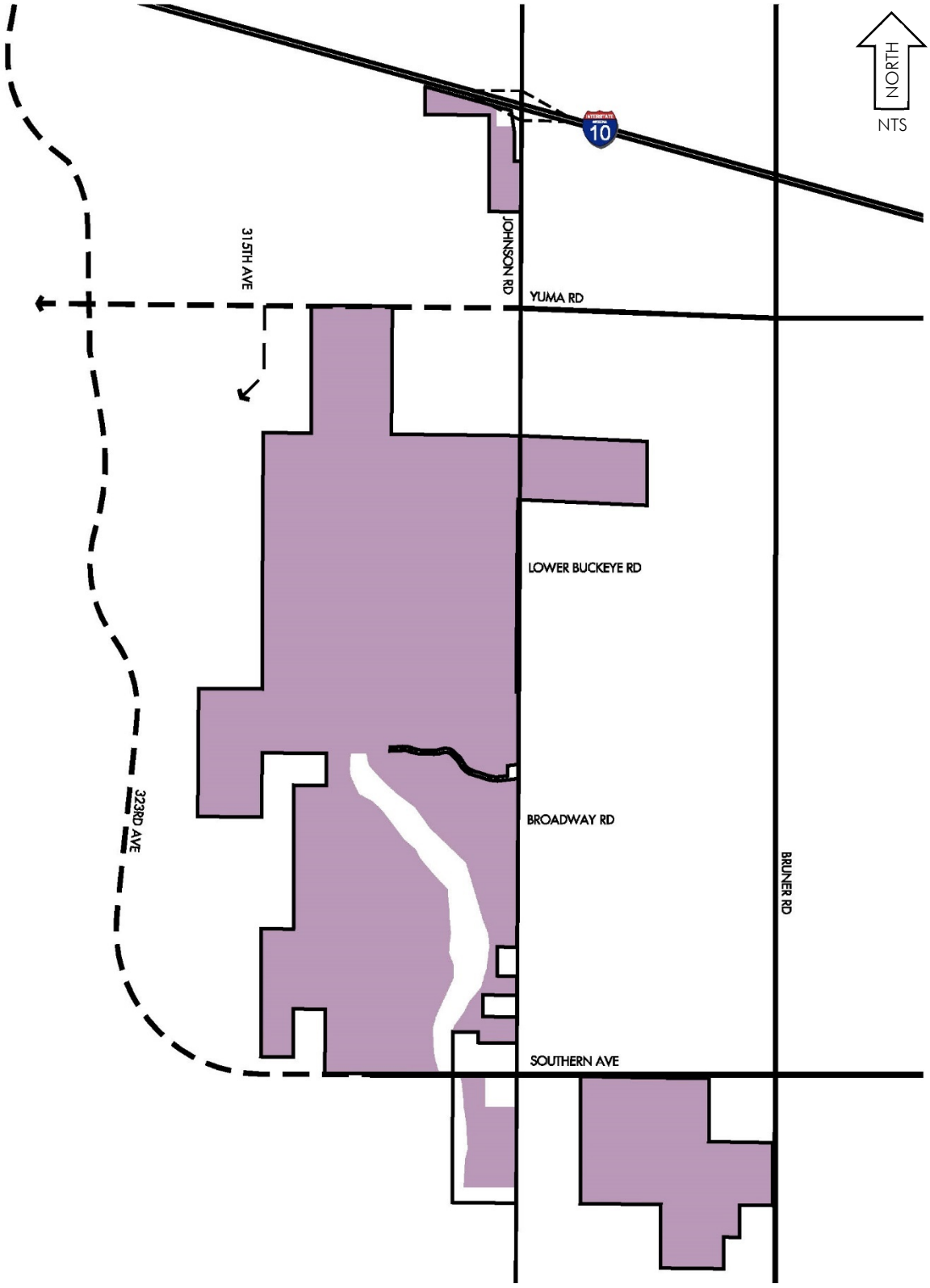
FIGURE 4.4 – LIGHT INDUSTRIAL LAND USE DESIGNATION



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4.4. ALLOWED USES

Figure 4.5 - Allowed Uses lists the principal uses permitted within each Land Use Designation. A cell with a "P" indicates that the use is allowed by right within the designated Land Use Designation and requires either a site plan approval or subdivision plat approval. A cell with a "U" indicates that is allowed by right within the designated Land Use Designation and requires either a site plan approval or subdivision plat approval that is subject to the applicable Use Standards set forth in Section 4.6. - Use Standards. The applicable Use Standards that apply are indicated in the same row of the use in the Use Standard column. A blank cell indicates that the use is prohibited within the designated Land Use Designation. It is anticipated that PU-2 will be developed primarily with Data Center and Data Center related uses as defined in Section 6.

FIGURE 4.5 - ALLOWED USES

LAND USE DESIGNATION		OS	C	LI	USE STANDARD
Community Service	Community Recreation Center	P	P	P	
	Government admin. and civic buildings	P	P	P	
	Public safety facility	P	P	P	
	Religious assembly		P		
	Social service facility		P		
Cultural Facility	Art gallery or museum, public		P		
	Library, public	P	P		
Day Care Facility	Day care, commercial		P	P	
	Day care, residential				
Education	College or university		P		
	~~Private~~ elementary or middle school		P		
	~~Private~~ high school		P		
	Technical and trade schools		P	P	
Healthcare Facility	Medical office or clinic, *including emergency care*		P	P	
	Hospital		P		
Medical Marijuana Dispensary	Medical marijuana dispensary				
	Medical marijuana cultivation				

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LAND USE DESIGNATION		OS	C	LI	USE STANDARD
Parks and Open Space	Arboretum, botanical garden	P			
	Community playfields and parks	P			
	Sports facilities	P	P	P	
	Tennis courts, private or common area	P	P	P	
	Retention basins and drainage facilities	P	P	P	
	Trails and paths	P			
	Parks, *open space,* and nature preserves~~, not-for-profit~~	P	P	P	
Communication Facility	Tower (including any facility with a tower)	U	U	U	1, 4
	Tower colocation (no height increase)	P	P	P	
	Broadcasting or recording studio, with tower			P	
	Broadcasting or recording studio, without tower		P	P	
	Satellite earth station			P	
	Transmitting station, without tower		P	P	
Transportation Facility	Airport				
	Bus Terminal		P	P	
	Heliport		P	P	
Utility	Solar generation station			P	
	Utility facility, major			P	
	Utility facility, minor		P	P	
Agriculture and Ranching	Agriculture				
	Commercial ranch				
	Dairy				
	Meat processing				
	Tanneries				
	Residential ranch				
Animal Sales and Services	Animal hospital		P		
	Animal pet shop, retail		P		
	Animal training school		P	P	
	Kennel, indoor		P	P	
	Veterinary clinic		P	P	
Assembly	Assembly hall, private	U	P		5
	Auditorium, private	U	P		5
	Fraternal or social club, nonprofit	U	P		5
	Country club, private membership	P	P		
Financial Service	Banking and financial services		P		
	Financial institution, with drive-through		P		
	Financial institution, w/o drive-through		P		

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LAND USE DESIGNATION		OS	C	LI	USE STANDARD
Food and Beverage Service	Food sales, wholesale			P	
	Bar, lounge, or tavern		P		
	Catering service			P	
	Drive-in restaurant		P		
	Farmers market		P		
	Nightclub		P		
	Restaurant, with drive-through		P		
	Restaurant, without drive-through		P		
Office	Office, business or professional		P	P	
	Research laboratory			P	
Recreation and Entertainment, Outdoor	General outdoor recreation, commercial		P	P	
	Golf course, unlighted	P			
	Golf course / driving range, lighted	P	P		
	Major entertainment facility, outdoor		P	P	
	Racetrack (auto, dog, horse)				
	RV campground				9
	RV park				9
	Shooting range, outdoor				
	Zoo				
Recreation and Entertainment, Indoor	Art gallery or museum, private		P		
	Fitness and recreational sports center		P	P	
	General indoor recreation, commercial		P	P	
	Major entertainment facility, indoor		P	P	
	Movie theater		P		
Personal Services	Dry cleaning and laundry service		P	P	
	General personal services		P		
	Instructional services or trade school		P	P	
Retail (Sales)	Alcoholic beverages, retail sale		P		
	Convenience store with gas sales		P	P	
	Feed store			P	
	General retail		P		
	Large retail		P		
	Nursery and plant sales, wholesale			P	
	Plant sales, retail		P		
	Sexually oriented business				
Vehicles and Equipment	Boat, RV sales and rental		P	P	
	Car wash		P	P	
	Gasoline sales		P	P	
	Parking structure		P	P	
	Truck stop		U	U	2, 3, 4, 9
	Truck repair and overhaul			P	9
	Vehicle sales and rental		P	P	

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LAND USE DESIGNATION		OS	C	LI	USE STANDARD
	Heavy equipment sales and service			P	
	Vehicle service and repair, major			P	9
	Vehicle service and repair, minor		P	P	9
Visitor Accommodation	Bed and breakfast				
	Hotel or motel		P		
	Resort		P		
Industrial Service	Building material sales, indoor retail		P	P	
	Building material sales, outdoor or wholesale			P	
	Drilling company, with outside storage				9
	Drilling company, without outside storage				
	General industrial service			P	
	Data Center			P	
Manufacturing and Production	Assembly, light			P	
	Mfg., heavy				
	Mfg., light			P	
Warehouse and Freight Movement	Mini-storage, indoor		U	P	6, 8
	Mini-storage, outdoor		U	P	7, 8, 9
	Motor freight terminal			P	9
	Storage yard, as an ancillary use		P	P	9
	Office warehouse			P	
	Warehouse			P	
	Wholesale establishment			P	
Waste and Salvage	Auto wrecking and salvage yard				
	Recycling center, outdoor				
	Recycling center, indoor			U	1
	Landfill				
Temporary Uses	Antennas	U	U	U	1
	Expansion or replacement facilities	U	U	U	1
	Facilities and storage incidental to a construction project	U	U	U	1
	Food trucks; mobile food vendor		U	U	1
	Office space / equipment storage		U	U	1
	Retail sales		U	U	1
	Roadside stand				
	Sales office		U	U	1
	Other	U	U	U	1

Note: Uses to occur within an enclosed structure unless otherwise specified or inherent to the nature of the use.

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4.5. USE STANDARDS

1. per Development Code conditions
2. overnight truck parking area(s) must be fully screened from arterial streets, parkways, freeways, and from the perspective of adjacent properties developed with residential and/or commercial uses excluding commercial uses related to the truck parking
3. truck parking areas greater than three (3) acres must install and maintain trees in a manner that breaks up large areas of asphalt and provides shade so that there are no more than fifteen (15) contiguous truck parking stalls in a row
4. a cell tower shall be stealth design when highly visible along an arterial or parkway, however, a cell tower within an industrial area that is screened, or partially screened by a building is not required to be stealth design
5. must be public or semi-public facility
6. storage facilities located along a parkway or arterial road shall include architectural or landscape enhancements along the parkway or arterial road and not simply be a line-up of garage storage units; storage garage units should be located more interior to a site
7. provide screening (i.e., an eight (8) tall wall) to obscure visibility into the site from surrounding streets and adjacent properties
8. Mini-storage uses, both indoor and/or outdoor, may not exceed 150 feet in frontage adjacent to an arterial or parkway street or freeway
9. Uses with dedicated vehicular storage/overnight parking areas (such as those associated with truck stops) may not exceed 150 feet in frontage adjacent to an arterial or parkway street or freeway, unless the vehicular storage/parking area is screened from view of the adjacent streets, as demonstrated by a sight line study provided with a site plan for that development phase

4.6. LAND USE DESIGNATION DEVELOPMENT STANDARDS

Figure 4.6 – Land Use Designation Development Standards defines the property development standards for each Land Use Designation.

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FIGURE 4.6 – LAND USE DESIGNATION DEVELOPMENT STANDARDS

Land Use Designation	OS Open Space	C Commerical	LI Light Industrial
District/Parcel Size (min acres)[1]	NA	NA	NA
Parcel/Lot Coverage (max)	NA	NA	NA
Parcel Front Building Setback [1] (min ft)	20	adjacent to residential - 20	adjacent to arterial - 40
		all others - 0	all others - 20
Parcel Side Building Setback [1] (min ft)	10	adjacent to residential - 50	adjacent to residential - 75
		all others - 10	all others - 20
		or as required to meet fire code when adjacent to C	or as required to meet fire code when adjacent to LI
Parcel Rear Building Setback [1] (min ft)	10	adjacent to residential - 50	adjacent to residential - 75
		all others - 0	all others - 20
		or as required to meet fire code when adjacent to C	or as required to meet fire code when adjacent to LI
Building Separation (min ft)	per fire code	per fire code	per fire code
Building Height [2] (max ft)	50	50	100 [3]
Landscape Setback	see Section 5.17 Setbacks		

[1] when a parcel is part of a larger project the larger project shall be considered the parcel (i.e. a shopping center, business park, industrial park)
[2] 30 feet (2 stories) within 50 feet of the perimter of the Property
[3] building height may increase 1 foot for every 3 horizontal feet away from a building setback up to a maximum height of 145 feet

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5. General Development Standards

The general development standards are intended to encourage quality design that helps to reduce the physical, environment, and visual impacts of large buildings as they relate to public streets and residential properties while promoting economic development, protecting adjacent uses, and fostering a positive image for the community.

5.1. Access

1. Every parcel shall have a means of legal ingress and egress for the intended use as well as for emergency vehicles. Each lot is not required to be adjacent to a right-of-way.

2. Drive openings onto streets shall be constructed so that 1) vehicles can enter and exit a property without posing any substantial danger to themselves, pedestrians, or vehicles traveling on abutting streets, and 2) interference with the free and convenient flow of traffic in abutting or surrounding streets is minimized.

3. Shared drives and cross access/parking agreements are permitted and encouraged.

5.2. Accessory Buildings

Accessory buildings are subject to approval by the City. An accessory building shall not be constructed prior to the construction of the primary building unless otherwise approved by the Development Services Director. Accessory buildings can occupy a total of thirty (30) percent of the setback area of the rear or side setbacks. A single-story accessory building adjacent to a residential use must be a minimum of five (5) feet away from the property line. A two-story accessory building shall adhere to the building setbacks for the assigned land use designation. See *Figure 4.6 – Land Use Designation Development Standards*.

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5.3. ARCHITECTURAL CHARACTER GUIDELINES

. FOUR-SIDED DESIGN AND DESIGN CONTINUITY

Notwithstanding anything to the contrary set forth in Section 5.8.3(B)(2) of the Development Code, facades along a public street and visible to public view, including adjacent residential uses should incorporate architectural detailing on all visible sides of the building. Highly visible blank walls void of architectural detail or other variation should be avoided. For community continuity, each development should incorporate two (2) character elements from a neighboring development within the boundaries of such specific Planning Unit of the CMP. This may be in the form of building character (colors, materials, details, or forms) signage character, landscape character, or other character elements of the community.

A. BUILDING MASS

Notwithstanding anything to the contrary set forth in Section 5.8.3(D)(2) of the Development Code, buildings should use broad, large-scale architectural gestures to provide variety and modulation in facade and massing to the extent seen from public rights-of-way. Variation at the ground plane should be provided to create transitions in scale and mass as viewed from a public street. The provisions of Section 5.8.3(D)(2) of the Development Code shall not apply to Data Center development in PU-2, or improvements within OS or LI land use designation.

B. ENTRY WAYS

Each building should provide a well-defined entry sequence for pedestrian and vehicular uses from the street to the building. Secondary entrances should be easily accessible and convenient to building parking and delivery areas, but not be dominant. Building entries should be located so that they are easily identifiable with convenient public access.

C. EXTERIOR COLORS AND MATERIALS

Building exteriors should use materials with texture and character. Accent colors should complement the primary building color, and color changes should occur where changes in the building plane or recesses are provided. Changes in materials should be reflected in massing and/ or offsets. The number of disparate materials should be limited to three primary materials to avoid a busy appearance.

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Samples of Data Center exteriors include:

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5.4. BUILDING HEIGHT

The maximum building height for each land use designation is defined on *Figure 4.6 – Land Use Designation Development Standards.* Height regulations do not apply to hospitals, signature architecture, water storage tanks, spires, belfries, chimneys, cooling towers, elevator bulk heads, fire towers, monuments, stacks, radio or television aerials, cellular/digital communication facilities, ornamental towers or necessary mechanical structures provided that the above features do not exceed 145 feet in height from finished grade. If such features are attached to a building, they shall not occupy a horizontal area in excess of 500 square feet or twenty-five (25) percent of the entire roof area of the building. Building height is measured from the finished floor elevation of the ground floor. The Development Services Director may approve any greater building height that is reasonable based upon the specific use, the business needs, and potential impacts to neighboring properties (mainly access to sunlight), but not to exceed 10% increase to the allowed height limitations permitted in this CMP.

5.5. BUILDING ORIENTATION

Buildings along a public street should include an entry or entry way that is visible from key locations. When adjacent to a public street, orient buildings so that the primary façade is visible to the principal street. In cases where the principal building entrance does not face the principal street, provide access to the building entrance from the parking area. In addition to the foregoing, building orientation shall take into account the requirements of Section 5.15.B. Loading Docks and Service Entries. Section 5.8.2(B)(3) of the Development Code shall not apply to any portion of PU-2 or improvements within OS or LI land use designations. Buckeye's desert setting requires careful siting of buildings in order to mitigate the summer heat. Buildings should be oriented and grouped to provide shading for outdoor spaces (i.e., by locating outdoor gathering spaces on the north and east sides of buildings or under shade devices such as awnings).

A. LOADING DOCKS AND SERVICE ENTRIES

Loading docks and service entries should not face an arterial street (but excluding, for the avoidance of doubt, any interior, private campus streets) and, where possible, buildings should be oriented such that the loading docks and service entries face

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away from public streets (but excluding, for the avoidance of doubt, any interior, private campus streets). Screening should be provided when loading docks and service entries are visible from an arterial street (but excluding, for the avoidance of doubt, any interior, private campus streets). Strategically placed buildings, walls, landscape, or other similarly effective means are acceptable methods of screening. Loading docks and service entries are not considered visible when oriented perpendicular to an arterial street.

5.6. BUILDING SETBACKS

See Section 5.17. Setbacks.

5.7. CIRCULATION

A. VEHICULAR CIRCULATION

The vehicular circulation system within the Property is important to the vision. It is intended to provide access to and around large industrial use areas. *Figure 5.1 - Conceptual Circulation* illustrates the conceptual alignments of major collector and arterial streets around the Property.

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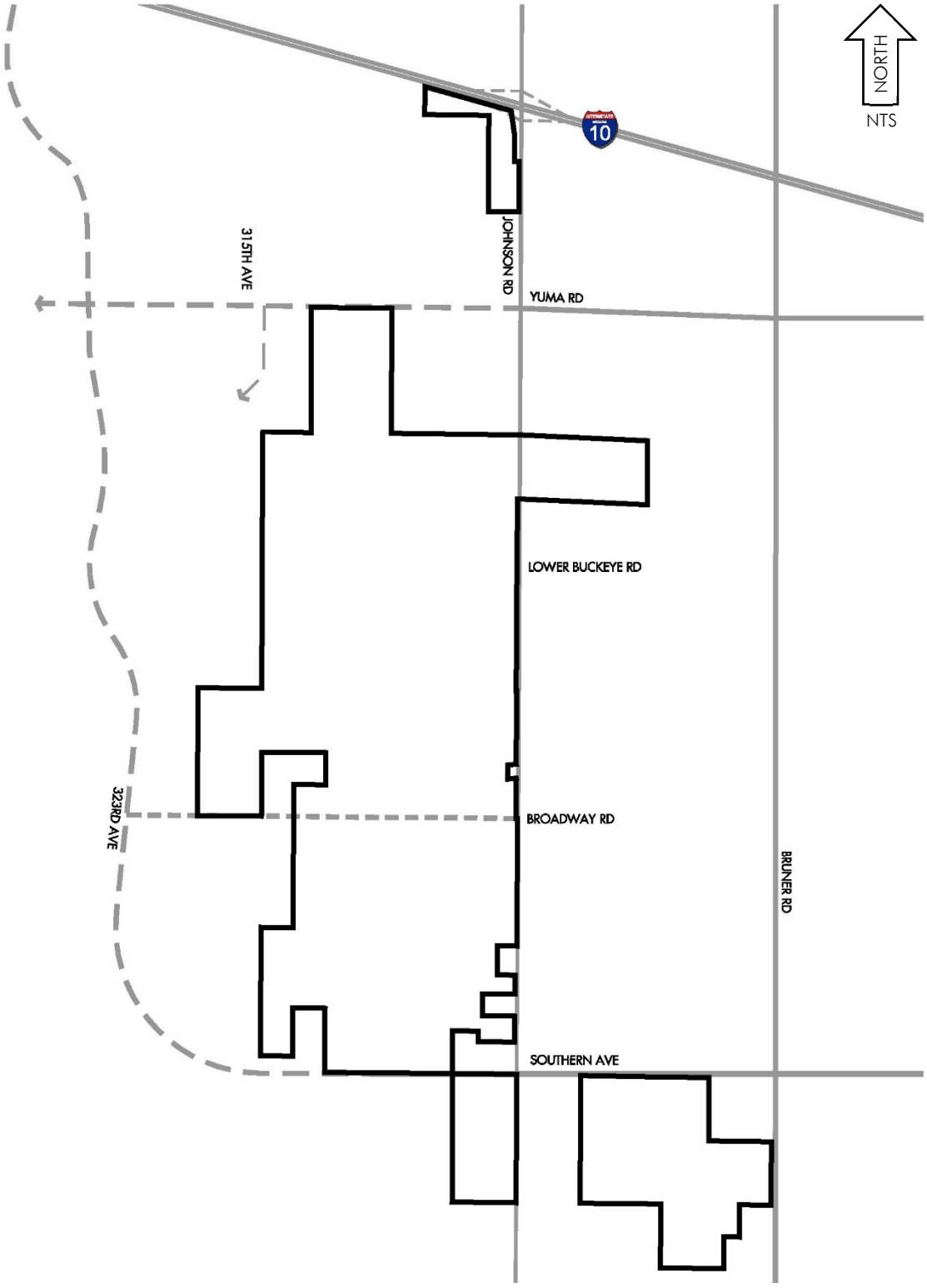
FIGURE 5.1 - CONCEPTUAL CIRCULATION



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B. VEHICULAR CIRCULATION STANDARDS

Roadway standards for Bruner Road, Johnson Road, Yuma Road and Southern Avenue are based on City standards. The following describes roadway improvements adjacent to the Property. Roadway classifications are based on Figure 2-35 Future Street Network by City Classification in the TMP.

1. Bruner Road

   The typical design standards for this roadway classified as a major arterial includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

2. Johnson Road

   The typical design standards for this roadway classified as a major arterial includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

3. Yuma Road

   The typical design standards for this roadway classified as a parkway classification includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

4. Southern Avenue

   The typical design standards for this roadway classified as a parkway classification includes three (3) drive lanes in each direction, a raised median, and right hand decel/turn lanes. Alongside the outside drive lane is a bicycle lane. Alongside the roadway is a six (6) foot wide sidewalk.

5. Broadway Road

   Broadway Road will be required to extend across the Property from Johnson Road to the 315th Avenue alignment. The Broadway Road alignment across the Property is not required to match the curvilinear alignment shown in the TMP, and can be extended as a straight east-west street, with the alignment matching the Broadway Road alignment to the east of the Property as shown in the TMP.

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Broadway Road is currently designated as a major arterial street in the TMP. Unless the TMP is updated and Broadway Road is reclassified to a lesser street classification, Broadway Road will be constructed to major arterial street standards and cross section, with the exception that the inside two lanes will not be required and a wider landscape median will be provided in lieu of the two inside lanes, and right-of-way for Broadway Road will be dedicated per the City's standards for a major arterial street. If Broadway Road is later reclassified in the TMP to a lesser street classification, construction and right-of-way dedications shall be per the City's requirements for the new street classification in the TMP.

6. On-site Roadways

   On-site roadways may be public or private. The design standards may be amended with the approval of the City Engineer.

7. Private Drives

   Rather than a public roadway, shared access drives and private drives are permitted to facilitate on-site circulation within a campus, commercial center, or business park setting. When utilized, shared access and private drives shall provide reasonable vehicular circulation and ensure sufficient access for emergency services.

8. Off-site Roadway Improvements

   Off-site roadway improvements may be necessary to facilitate vehicular traffic to the Property. Off-site roadway improvements include all improvements for roadways not adjacent to a phase of development. When required, these improvements are limited to travel lane improvements, tapers for transitions, and necessary intersection widening to accommodate turning maneuvers. A center median/left turn lane, water main, sewer main, fire hydrants, street lighting, sidewalks, and landscape are not required as part of an off-site roadway improvement. Thickened asphalt is permitted along the edge of the roadway when curb and gutter are not necessary to control stormwater. Traffic signage and roadway striping are required.

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C. Pedestrian Circulation Standards

1. A regional pedestrian circulation system is required along parkway, arterial and collector roads. See *Section 5.7.B. Vehicular Circulation Standards* for sidewalk requirements.

2. A secondary pedestrian circulation system is required along a public through-street, except when an alternate location is provided (i.e., a path or trail in a greenway).

3. A secondary system must connect with the regional system.

4. A secondary system must connect to an adjacent secondary system or provide a reservation of land for a future connection within an adjacent property to accommodate an extension of a secondary system.

5. A secondary network, when provided, is required on one side of a street only.

6. A secondary network is not required along a low speed, low traffic volume road (i.e., cul-de-sac road, service drive, private drive, etc.).

7. A secondary network is not required within an industrial campus (including a Data Center campus).

8. A secondary network may be composed of a path or trail, however the improvements of each continuous leg in a system should utilize the same material.

9. A path is typically a hard surface (i.e., concrete or asphalt) and a trail is typically a soft surface (i.e., compacted decomposed granite, earth).

10. Paths should be installed to accommodate more intense urban pedestrian use areas.

11. Pedestrian circulation routes may meander when along a roadway.

12. Acceptable path and trail materials include concrete, asphalt, pavers, brick or other similar materials.

13. A six (6) foot wide secondary system path may be required when the secondary system is intended to serve several subdivisions.

14. Trails are permitted in native character landscape settings.

15. The width of a trail should be based on the setting. A typical neighborhood trail is four (4) feet wide, a trail in an active area is typically six (6) feet wide.

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16. Connection areas between sidewalks and buildings, or parking areas and buildings, shall be shaded and free of identifiable hazards.

17. The development of the Property shall generally conform to the City Parks and Trails Master Plan; provided, however, that for PU-2 and any secure Data Center campus areas, the City agrees that any parks and trails may be realigned to the perimeter of a Planning Unit or any particular parcel as necessary to avoid entering secure or protected areas of the Property or otherwise interfering with the use of such portion of the Property.

5.8. DRAINAGE

A. DRAINAGE DESIGN

1. Portions of the Property reside within FEMA SFHA Zones AE & AH associated with Hassayampa River Tributaries 1E and 1E1 and the ponding along the RID canal. The CLOMR/LOMR process may be completed to revise the FEMA SFHA Zone limits where encroachment and modifications are proposed.

2. Wash corridor and drainage ways, regulated or not regulated by federal, state, or county regulations may be altered, abandoned, dedicated, and/or relocated, subject to any applicable federal, state, or county regulations.

3. Drainage facilities shall be installed to provide for the adequate containment and disposal of surface water. Storm water retention and/or detention facilities shall be provided as necessary to assure the post development peak runoff volume shall not exceed the pre-development peak runoff volume leaving the Property or entering any wash.

4. Detention/retention facilities may include natural depressions or man-made basins. Basins shall have a maximum design depth of water of three (3) feet. Basins greater than three (3) feet in depth are permitted when surrounded by a security barrier. A security barrier is not required around a basin greater than three (3) feet deep with at least one (1) side slope is four (4) horizontal feet or greater to one (1) vertical foot.

5. A security barrier may be located thirty (30) inches below the 100-year water elevation.

6. Stormwater detention/retention basins shall include adequate freeboard above the design stormwater elevation.

7. A bleed-off pipe(s) may be used to dewater a basin. The bleed-off may be directed to a wash corridor.

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8. Dry wells are permitted.

9. Storm water storage is permitted within a parking lot provided that no more than fifty (50) percent of the required parking spaces are inundated more than 4-inches in a 100-year design storm event. Overflow parking areas may be inundated more than 4-inches.

10. First flush treatment for stormwater quality compliance may be coordinated for numerous properties or provided elsewhere within the Property as part of a stormwater management system prior to discharge into Waters of the United States or a City system.

11. Common stormwater storage facilities for multiple parcels may be established during the site plan or subdivision plat process.

12. A public utility easement shall not be designated for detention/retention without approval of affected utility companies.

13. Off-site drainage shall be confined to channels, basins, and streets subject to depth, velocity, and flow rate limitations per the City standards.

14. Detention/retention can occur in public and quasi-public areas, including drainage ways and open spaces. Retention basins adjacent to a public street shall meander the top and toe of slope, have a maximum depth of two (2) feet, and not exceed more than fifty (50) percent of the street frontage length.

15. Individual on-lot drainage is not required to drain to the "front" or to the street when an alternate route is provided (i.e., draining to the rear when along a drainage corridor). A drainage easement may be required.

16. Public roadways within and adjacent to the Property must be designed to convey the 10-year peak flows without overtopping the curbs and contain the 100-year peak flows within the right-of-way. Collector and arterial roads will have one (1) dry-lane in each direction during the 10-year storm event. Also, in-street discharge from the 100-year storm will not exceed 100 cubic feet per second (cfs) or 10 fps, and will be contained within the street right-of-way, as well as limited to a maximum depth of 8-inches at the gutter. Where possible, this will be accomplished with the use of 4-inch roll or 6-inch vertical curb.

17. If reasonable alternatives are not available, retention in the City rights-of-way may be allowed upon the approval of the Public Works Director.

18. Discharge volumes from an onsite retention system must ensure post-development discharges and volumes remain equal to or less than pre-

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development levels. This is accomplished with 100-year, 2-hour retention where no gravity outfall to a channel or wash corridor is available.

19. Retention requirements for basins adjacent to a drainage corridor may be reduced.

20. Stormwater storage within a right-of-way is permitted when used to supplement irrigation (i.e., a bioswale). Such storage is intended to function as part of the streetscape and not to satisfy retention/detention requirements.

21. Provision of 100-year, 2-hour retention volume for onsite development will ensure post-development discharges and volumes will remain equal to, or less than, pre-development levels.

22. Private recreational facilities, such as volleyball, baseball, etc., as well as specific site and architectural amenities such as ramadas, barbeques and trails may be located at the bottom of a detention/retention basin. Tot-lot facilities within a basin shall be installed in areas above the 2-hour, 10-year storm event.

B. Drainage Easements

Drainage easements or tracts may be required to preserve washes, streams, and channels (drainageways). The need for a drainage easement or tract and its width and location will be determined on a case-by-case basis.

C. Finished Floor Elevation

Finished floor elevations shall be evaluated relative to the location and context of each building. City standards shall generally apply, however, due to the potential size, shape, and existing conditions of an individual parcel or campus, satisfying all of the City guidelines may not be reasonable, practical, or desirable. In such circumstances the City Engineer may approve finished floor elevations not meeting all of the City guidelines as long as the finish floor elevation is a minimum of 1 foot above adjacent 100-year water surface elevations.

5.9. Grading

Re-grading or reshaping activities in areas of disturbance, which occurred prior to the adoption of the CMP, shall be exempt from the provisions of this section.

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1. Prior to any grubbing, grading, or clearing required as part of a site plan or subdivision, the City Engineer shall approve a grading plan or issue an at-risk grading permit.

2. Cut and fill slopes, except those required for roadway improvements, shall meet the following requirements and shall not exceed 3:1. Steeper slopes may be allowed when justified by adequate engineering analysis and documentation, subject to approval by the City Engineer.

3. The maximum height of a cut and depth of a fill should not exceed fifteen (15) feet, except in the area known as the abandoned RID canal (which can exceed a depth of fifteen (15) and is anticipated to be fill), unless otherwise approved by the City Engineer.

4. Retaining walls may be used to reduce the horizontal distance required to construct cut and fill slopes. Retaining walls may include masonry, rigid concrete structures, earth filled bins, gabions and any other form of structural elements used to retain and support cut or fill slopes. A registered professional engineer who is licensed to practice in the State of Arizona shall design retaining walls.

5.10. HILLSIDE DEVELOPMENT

Slope within the Property is generally one (1) percent, therefore the hillside development standards as described in Section 5.2.3 of the Development Code do not apply to the Property.

5.11. LANDSCAPE

. GENERAL LANDSCAPE STANDARDS

1. Native plant species within pristine or environmentally sensitive areas will be protected. Environmental analyses conducted prior to development will identify environmentally sensitive areas to protect. Within Stonehouse Wash south of the RID canal plant densities are higher than native, however this can be attributed to excess water from the RID canal and is not considered pristine or environmentally sensitive simply because of the plant densities.

2. Landscaped areas shall be supported by an automatic irrigation system that may be a spray, flood, soaker or drip type system. A pressure-type vacuum breaker shall be required with the installation of all sprinkler systems. All irrigation systems and landscaped areas shall be designed, installed or constructed and maintained to promote water conservation and prevent water overflow or seepage into the street, sidewalk or parking areas.

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3. Purposefully natural areas are permitted and may include undisturbed areas or disturbed areas revegetated and landscaped to a native character. The quantities of required plant material may be reduced to more closely complement native plant densities within the Property. Temporary irrigation may be used to help establish plant material.

4. Portions of a development site that are graded, but not occupied by buildings, structures, vehicle access and parking areas, loading/unloading areas or approved storage areas shall be landscaped with temporary landscaping or otherwise maintained weed-free and dust-free in such a manner as may be approved by the Development Services Director.

5. Landscape planting within public rights-of-way shall adhere to City standards and serve as a unifying element along arterial roadways and parkways to create a sense of cohesion.

A. COMMERCIAL LANDSCAPE STANDARDS

There are five types of landscaping: (1) site enhancement landscaping, (2) site perimeter landscaping, (3) parking lot landscaping, (4) building foundation landscaping, and (5) entryways. Each type of required landscaping shall meet the minimum standards described herein. Unapproved landscaping, object, structure, or sign shall not be placed within a sight visibility easement.

1. Site Enhancement Landscaping
   Disturbed areas of a site, excluding areas covered by structures, access routes, parking, and hardscape, shall include one (1) tree and five (5) other plantings per 500 square feet.

2. Site Perimeter Landscaping
   Site perimeter landscaping within a landscape setback along a public street shall include one (1) tree and five (5) other plantings per thirty (30) linear feet.

3. Landscaping Inside Parking Areas
   a) Landscape islands should be a minimum of eight (8) feet wide by the length of the parking stall at a ratio of one (1) island per ten (10) parking spaces and shall include one (1) tree and three (3) other plantings per landscape island. A landscape island may be four (4) feet wide and four (4) feet in length when installed between parking stalls and shall include one (1) tree. Other plantings are not required.
   b) Landscape islands should be relatively evenly distributed throughout a

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field of surface parking.

c) Parking lots containing more than 125 parking spaces should include a minimum fifteen (15) foot wide landscape median to promote a shaded pedestrian route to a building entrance.

d) Landscaping in parking areas is not required in truck loading, truck parking, and service areas.

e) The landscaped area within a parking lot island may be used to satisfy open space requirements.

4. Building Foundation Planting

One (1) shrub per eight (8) linear feet of building façade shall be planted within a minimum five (5) foot wide landscaped area located within fifteen (15) feet of the building. Raised planters or pots may alternatively be used and located within fifteen (15) feet of the building. Buildings above thirty (30) feet tall shall provide one (1) tree per thirty (30) linear feet of building façade visible along a public right-of-way and adjacent to residential uses. Building foundation planting is not required along façades not visible along a public right-of-way or utilitarian areas (i.e., back of house, loading zones, etc.).

5. Entryways

A project that is fifteen (15) net acres or more in land area shall incorporate a gateway monument, decorative pavement at driveway entry, art, accent landscape, or other similar feature to visually enhance an entry.

B. LIGHT INDUSTRIAL LANDSCAPE STANDARDS

There are five types of landscaping: (1) site enhancement landscaping, (2) site perimeter landscaping, (3) parking lot landscaping, (4) building foundation landscaping, and (5) entryways. Each type of required landscaping shall meet the minimum standards described herein. Unapproved landscaping, object, structure, or sign shall not be placed within a sight visibility easement.

1. Site Enhancement Landscaping

Disturbed areas of a site, excluding areas covered by structures, access routes, parking, and hardscape, shall include one (1) tree and five (5) other plantings per 400 square feet. Site enhancement landscape is not required in areas not

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visible from public right-of-way or beyond fifty (50) feet from public right-of-way.

2. Site Perimeter Landscaping

   Site perimeter landscaping within a landscape setback along a public street shall include one (1) tree and five (5) other plantings per thirty (30) linear feet.

3. Landscaping Inside Parking Areas

   a) Landscape islands should be a minimum of eight (8) feet wide by the length of the parking stall at a ratio of one (1) island per ten (10) parking spaces and shall include one (1) tree and three (3) other plantings per landscape island. A landscape island may be four (4) feet wide and four (4) feet in length when installed between parking stalls and shall include one (1) tree. Other plantings are not required.

   b) Parking lots containing more than 125 parking spaces should include a minimum fifteen (15) foot wide landscape median to promote a shaded pedestrian route to a building entrance.

   c) Landscaping in parking areas is not required in truck loading, truck parking, and service areas.

   d) The landscaped area within a parking lot island may be used to satisfy open space requirements.

4. Building Foundation Planting

   a) One (1) shrub per eight (8) linear feet of building façade shall be planted within a minimum five (5) foot wide landscaped area located within fifteen (15) feet of the building. Raised planters or pots may alternatively be used and located within fifteen (15) feet of the building. Buildings above thirty (30) feet tall shall provide one (1) tree per thirty (30) linear feet of building façade visible along a public right-of-way and adjacent to residential uses. Building foundation planting is not required along façades not visible along a public right-of-way or utilitarian areas (i.e., back of house, loading zones, etc.).

   b) Building foundation planting is not required when a building is located 100 feet or more from the back of curb of the nearest through lane of a public street.

5. Entryways

   A project that is fifteen (15) net acres or more in land area shall incorporate a gateway monument, decorative pavement at driveway entry, art, accent landscape, or other similar feature to visually enhance an entry.

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C. Open Space Landscape Standards

1. A portion of a site that is part of a larger project that is principally commercial and includes Open Space land use designations shall install landscape as required by Section 5.11.B. Commercial Landscape Standards.

2. A portion of a site that is part of a larger project that is principally industrial and includes Open Space land use designations shall install landscape as required by Section 5.11.C. Industrial Landscape Standards.

3. A parcel that is principally designated as Open Space that is not part of a larger project shall install landscape as required by the Development Code for commercial zoning, as amended by the CMP, except that landscape is not required when a facility is screened from public view (i.e. landscape is not required within a substation site, or around a substation site within an industrial campus).

4. Useable open space in the form of a pedestrian plaza, shaded walk, seating area, or similar (including a combination thereof) are required. The amount of useable open space required shall be commensurate with the number of employees during the peak employment shift. In no case shall the useable open space be required to exceed one (1) percent of the area.

5.12. Lighting

The outdoor lighting standards are intended to ensure proper illumination is achieved across the Property. Lighting standards shall comply with the Development Code.

1. Street lighting may be installed in phases with public street improvements. Continuous street lighting is not required along a 2-lane street but may be required at street intersections. Continuous street lighting may be required with ultimate public street improvements.

2. Light trespass standards are based on the boundary of the "site" when a parcel or lot is part of a larger project (i.e., a business park, retail center, industrial campus, etc.).

3. Signage lighting installed to illuminate outdoor signage shall comply with sign standards.

4. A comprehensive lighting plan may be submitted for a district, project, or individual site.

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5. The Development Services Director may approve outdoor lighting concepts that support the vision of the CMP.

6. Lighting temperature shall not exceed 3,500k.

. **COMPREHENSIVE LIGHTING PLAN**

The purpose of a comprehensive lighting plan is to provide for the establishment of lighting criteria that are tailored to a specific development or location within the Property (i.e., a commercial center, a community amenity, an industrial campus, or other similar feature for which lighting character is desired) and which may vary from specific provisions of the Development Code. The intent is to provide for flexible lighting criteria that promote superior lighting design in an area where lighting conditions or uses necessitate special circumstances.

1. A comprehensive lighting plan application may include some or all of the following elements, as required by the Development Services Director, depending on site conditions, character of the setting, and location: light type, size, height, location, orientation, color, and material.

2. A comprehensive lighting plan containing elements that exceed the permitted height, illumination level, color, spill, trespass, glare, type, and hours of operation of lights specified in Development Code may be approved by the Development Services Director.

5.13. NOISE ATTENUATION

Noise producing equipment shall be screened to mitigate noise levels at the perimeter of a property, or project when a collection of properties, in compliance with the Development Code.

5.14. PARKING AND LOADING

See also Section 5.5. Building Orientation, Section 5.11. Landscape, and Section 5.15. Screening.

. **REQUIRED PARKING**

The required quantity of off-street parking is based on Development Code Section 5.6 Off-Street Parking. Notwithstanding the foregoing, if a portion of the Property is developed as a Data Center, off-street parking spaces for a Data Center shall be

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based on a ratio of one (1) parking stall per person employed at the facility during the highest employee shift, plus additional stalls equal to twenty percent (20%) of the total parking stall count as needed to account for any overlapping shifts. The Development Services Director may waive or reduce parking requirements when an applicant demonstrates adequate parking is provided. With respect to PU-2 and development with a LI land use designation, Section 5.6.5(B) of the Development Code is amended to change the requirement for 5% of parking spaces to be dedicated to hybrid or alternative energy vehicle, compact cars or carpool vehicle parking to a new requirement that two (2) percent of parking spaces be required for such dedication.

Refer to the Development Code Section 5.6.8 Dimensions of Parking Spaces for parking space dimensions.

A. Dust Control

Parking areas shall be paved so as to avoid dust. Stabilized, decomposed granite, and other similar treatments that reduce dust are permitted for temporary use or overflow areas.

5.15. Screening

Notwithstanding anything to the contrary set forth in Section 5.4.6(C) of the Development Code, the following shall apply:

A. Outdoor Storage, Mechanical Equipment, and Utilities

1. For LI land use designations only, outdoor storage areas for materials and vehicles shall be screened from public street ground level view by a method compatible with surrounding improvements.

2. Screening of outdoor storage areas for materials and vehicles shall be screened from public street ground level view by a method compatible with surrounding improvements when visible from an adjacent public street or from an adjacent property with a different land use designation.

3. Mechanical equipment and substations shall be reasonably screened from public street ground level view and residential properties within 150 feet of the equipment. Strategically placed buildings, landscape, visually solid fencing or other similarly effective means are acceptable methods of screening.

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4. Mechanical equipment and substations located in a manner found to have no adverse impact on adjacent roads and adjacent properties, as reasonably determined by the Development Services Director, are not required to be screened.

B. Surface Parking

Surface parking areas shall be screened from public street view by landscape, a landscaped berm, or a decorative wall not less than three (3) feet in height. Parking lot screening is not required when the parking area is fifty (50) feet or more from a public right-of-way.

C. Roof Mounted Equipment

Roof mounted mechanical equipment shall be screened from public street ground level view. Screening is not required when roof mounted equipment is located at least 100 feet away from a public right-of-way and is not visible from public street ground level view. When practical, individual screening of rooftop mechanical equipment should be avoided and should either be grouped together and screened "penthouse style" or screened by a method complementary to the architecture of the building.

D. Trash Enclosures

Solid waste collection areas shall be screened from public street ground level view by a method compatible with surrounding improvements. Screening is only required when visible from an adjacent public street.

5.16. Signs

Signage is a major component of the streetscape. Its presence can be an artful, playful, elegant, vibrant, or iconic addition. Permanent on-site and temporary signs, including, but not limited to wayfinding, placemaking and expressing the character of community is an integral part of how the community expresses its connectivity and place within the larger region. A comprehensive sign plan for a planning unit or a specific site may be submitted separately to the City for review and approval. The following signage is permitted within the Property. Any sign/sign type not addressed herein shall conform to the provisions of the Development Code.

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A. Entry Monumentation

Entry monument signs will be nestled into the site with complementary landscape and lighting. Entry monument signage to announce the arrival to a campus or district is anticipated along roadways and are permitted within a street landscape setback. Up to 200 square feet of text area is permitted on an entry monument.

Each building within an industrial campus may have an entry monument or monument sign. A building entry monument sign should include characteristics of the district monument, but at a scale proportional with the building or setting.

B. Community Directional Signs

Community directional signs, both permanent on-site freestanding and temporary, are permitted along roadways to help with wayfinding. Community directional signs should be located for viewing prior to arriving at an intersection and may vary in scale with larger signs typically located along arterial and collector roadways. These signs may not be located within a sight visibility triangle unless specifically approved by the City Engineer. Community directional signs are permitted up to 100 square feet of signage area and may not exceed sixteen (16) feet in height, unless otherwise approved by the Development Services Director. Each element for which direction is being displayed, often referred to as a sign blade, may not be more than twenty-four (24) square feet of signage area.

C. Construction Screening

Construction screening may include graphic displays of lifestyle, events and future development that express the character of the community and screen construction activities and storage. The screens can advertise individual tenants, products, contractors, builders, events, and the vision of the development. The use of the community, district, developer name and logo shall be limited to one instance per 120 linear feet of street frontage, unless otherwise approved by the Development Services Director.

D. Commercial Building Signage

Refer to the Development Code.

E. Industrial Building Signage

Signage on large industrial buildings should be proportional to the scale of the

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building. The primary business signage may not exceed 200 square feet per each façade except when in areas with an LI designation where the signage may not exceed 500 square feet. Address, building identification, loading bay, directional, and other similar signage on a building is not considered primary business signage. Primary business signage may be located on a façade adjacent to a residential use.

F. Sign Illumination

Halo illumination is preferred over internal illumination.

G. Sign Permit

The placement of signs, except as listed below, shall require a sign permit issued by the City. The following types of signs are exempt from the planning process and from obtaining a sign permit.

1. All signs exempt per the Development Code, and
2. All signs not visible from a public right-of-way unless the sign requires an electrical connection.

H. Prohibited Signs

The following types of signs are prohibited:

1. Light cabinet signs are prohibited unless otherwise permitted by the Development Code, the Development Director, or an approved comprehensive sign plan.
2. All signs prohibited per the Development Code, except
    a) Digital reader panels; refer to the Development Code for design specifications
    b) A maximum of one (1) billboard, including digital, when located along a freeway; refer to the Development Code for design specifications

5.17. Setbacks

There are two types of setbacks: building setbacks and landscape setbacks. A landscape setback may be within a building setback. A building may not be within a landscape setback. Additional setbacks apply to specific structures when adjacent to residential uses and substations. Utilities (inclusive of water, power, fiber, sewer, etc.) can be installed within a setback area. Section 5.4.3(B) of the Development Code shall be modified, or replaced, by the provisions of this Section 5.17.

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Setbacks.

1. Building Setbacks
   Building setbacks for each land use designation are defined on ***Figure 4.6 – Land Use Designation Development Standards.*** Projections into required setbacks are permitted as described in the Development Code and as otherwise permitted by the CMP. The Development Services Director may waive or reduce a building setback if the reduction does not negatively impact the use, enjoyment and character of the affected properties.

2. Landscape Setbacks
   A landscape setback is required adjacent to a roadway right-of-way and is measured from the right-of-way. Landscape setback areas shall be designated with an OS land use designation. Landscape walls, retaining walls, and entry monuments are permitted within a landscape setback. Privacy walls should not be within a street landscape setback but may encroach into the setback when holistically designed to accommodate undulation.

   The following landscape setbacks are required:

   a) an eight (8) foot minimum, fifteen (15) foot average landscape setback adjacent to a collector street;
   b) a ten (10) foot minimum, twenty-five (25) foot average landscape setback adjacent to an arterial street;
   c) a fifteen (15) foot minimum landscape setback adjacent to a planned or installed overhead power line located along a collector or arterial street; and
   d) a fifteen (15) foot minimum, twenty (20) foot average landscape setback adjacent to a freeway ramp or freeway frontage road.

3. Setbacks from Residential
   Storage, solid waste collection, and loading areas shall be located at least twenty (20) feet from a public street, public sidewalk, or building with a residential use. Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions should be located in a manner to reduce the acoustic impacts of these functions, to the extent practicable, on adjacent

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residential buildings.

4. Substation Setbacks
   Building setbacks around a substation are zero (0), except as otherwise required by the utility company.

5.18. Utilities and Mechanical Equipment

Data Center critical infrastructure equipment, including, without limitation, generators, chillers, condensers, automatic transfer switches, power generation and transmission facilities, uninterruptible power supply machines, transformers, battery and other utility storage, electrical switchgear, power distribution units, above and below ground diesel tanks, and expansion tanks, are permitted outside of a building provided it meets site design and development standards. Critical infrastructure equipment is permitted on the roof of a building.

See also Section 5.15. Screening.

5.19. Walls and Fences

Walls and fences, individually and collectively, are referred to as walls. Section 5.4.6(B) of the Development Code shall be modified, or replaced, by the provisions of this Section 5.19. Walls and Fences.

A. Wall Placement

1. The placement of walls shall not interfere with vehicular visibility or circulation. The City Traffic Engineer shall have the authority to order removal of any wall or landscape material, which in the opinion of the City Traffic Engineer, poses a threat to public safety.

2. A wall along a public street longer than 250 feet must incorporate horizontal offsets of at least 2' together with other elements of articulation (i.e., changes in material, texture, view fence, and/or horizontal offsets).

3. Fencing along the entire perimeter of a property is permitted except that walls and fencing within a required landscape setback may not exceed a height of forty-two (42) inches measured from finished grade.

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4. A freeway sound wall is not required and is discouraged. Visibility to the Property from the freeway is encouraged particularly for the success of freeway services and commercial uses.

B. Wall Height

1. Walls within a required front building setback may not exceed a height of forty-two (42) inches measured from finished grade.

2. Wall heights should not exceed eight (8) feet, unless adjacent to or as part of an industrial or agricultural use, in which case, the wall may extend to a height of fifteen (15) feet.

3. Wall heights as part of a public use (i.e., utility enclosure) shall be in conformance with utility regulations or regulators.

4. A wall may be located on top of a retaining wall. The portion of a wall for retaining is excluded from the wall height calculation.

C. Wall Material

Walls along a public street must be complimentary in materials and color with the surrounding setting or architecture. Walls and fences along a public right-of-way shall be constructed with any combination of the following materials:

1. Integrally colored, split-face, or ground-face concrete masonry units (CMU);

2. Concrete masonry units that have been painted, stuccoed, or faced with another permitted material;

3. Stone (natural or simulated);

4. Brick;

5. Wrought-iron decorative metal, steel palisade, K-rated, or other high-security type fencing consistently used in the Data Center industry;

6. Plastic or vinyl when not visible from a public right-of-way;

7. Chain-link (with or without slated inserts) when not visible from a public right-of-way;

8. Wood (painted or stained) when not visible from a public right-of-way; or

9. Other materials as approved by the Development Services Director.

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Barbed wire, razor wire, or other similarly visible intrusive deterrence is permitted when not visible from a public right-of-way, is located at least six (6) feet, two (2) inches above the ground, and is used to enclose a municipal, institutional, or industrial use, or portion thereof. Barbed wire fencing is not prohibited on premises larger than one (1) acre used for agricultural or livestock purposes. Barbed wire or razor wire shall not extend beyond the premises permitted to be enclosed.

5.20. WATER AND WASTEWATER

A. GENERAL WATER AND WASTEWATER STANDARDS

1. Water and wastewater mains are permitted beneath streets, although not specifically required beneath all streets, and shall accommodate required system redundancy.

2. Water and wastewater lines are permitted through a tract or easement when not within a right-of-way.

3. The horizontal location of water and wastewater mains shall generally be parallel to the centerline of a road and may cross the centerline when approved by the City Engineer.

4. Meters, meter boxes, blow-off, valves, and similar devices may be located within a public tracts or easement and are not required to be located within a right-of-way.

B. WATER SERVICE STANDARDS

1. Public and Private Wells to serve the Property are permitted. The location(s) must be approved by the City and meet the regulations of the Arizona Department of Water Resources ("ADWR") and the Arizona Department of Environmental Quality ("ADEQ").

2. If a public well(s) is utilized, it must be drilled and equipped to City standards.

3. If a City-owned water campus is utilized, it must be sized based on City standards. For supply redundancy, either a connection into the well transmission main or a second well may be drilled and equipped.

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4. Areas of the Property within Pressure Zone 1 may be served by a water campus that serves Pressure Zone 2 when served through a water pressure reducing valve station.

5. Private well service is permitted for uses including but not limited to warehousing, data center, and storage facility. A private storage tank(s) and booster pump station(s) may be required to provide required fire flows.

6. Process water for industrial or cooling purposes may be provided by private well(s), public well(s), by the RID, treated effluent, or a combination thereof subject to agreements made with the appropriate parties.

7. Treated effluent may be conveyed to the Property through underground storage and recovery and/or through a wheeling agreement with RID.

8. The RID canal may convey water to the Property when permitted by the RID.

9. Water mains within the Property will be sized, located, and installed when necessary to accommodate development on the Property.

10. Water mains are permitted through a public tract or easement with maintenance access for repair operations. Water mains are not required beneath arterial or collector roadways.

C. WASTEWATER SERVICE STANDARDS

1. Development projects that generate low volumes of wastewater relative to the land area of the project (i.e., typical flows from light industrial, warehousing, data center, etc.), or multiple projects if built in phases, may install one or more septic systems. The location(s) must be approved by the City and meet the regulations of ADWR and ADEQ.

2. If wastewater flows from one or more parcels within the Property are larger than the City and ADEQ allow for septic systems, but are not sufficient enough to support a regional WRF, a temporary WRF may be used to handle flows on an interim basis until the wastewater flows can easily be connected to a regional sewer system as the greater region builds out and a regional WRF is constructed.

3. A dry pipe connection from septic to tie to a future sewer service at the property boundary will be required by the Public Works Director when septic improvements are installed when it is anticipated that wastewater flow will exceed that allowed by the City and the ADEQ for an individual septic system.

4. A WRF in the southern area of the Property may serve the entire Property at full buildout.

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5. One or more septic systems may be used as a permanent wastewater solution as long as ADEQ standards for septic systems are met.

6. Wastewater captured after a data center cooling process or other industrial process may be of inappropriate quantity and/or quality to discharge directly to a WRF, and may instead be discharged to evaporation ponds or processes, or to the ground pursuant to an Aquifer Protection Permit for groundwater recharge.

7. Wastewater mains within the Property will be sized, located, and installed when necessary to accommodate development on the Property.

8. Wastewater mains are permitted through a public tract or easement with maintenance access for repair operations. Wastewater mains are not required beneath arterial or collector roadways.

D. GROUNDWATER RECHARGE

A portion of the Property, including within Stone House Wash may include groundwater recharge facilities. The location(s) must be approved by the City and meet the regulations of ADWR and ADEQ.

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6. DEFINITIONS

Definitions provided in the Development Code shall be utilized when interpreting the CMP unless an alternative definition is provided in the CMP; in which case, the definitions contained in the CMP shall apply. In the event of a conflict between the definitions provided in the CMP and those provided in the Development Code, the definitions in the CMP shall prevail.

1. "ADEQ"
   means as defined in Section 5.20.B. Water Service Standards.

2. "ADOT"
   means as defined in Section 2.2. Circulation.

3. "ADWR"
   means as defined in Section 5.20.B. Water Service Standards.

4. "AOD"
   means as defined in Section 2.3. Airport

5. "C" LAND USE DESIGNATION
   Means as defined in Section 4.2. Commercial Land Use Designations

6. "CITY"
   means the City of Buckeye.

7. CITY STAFF
   or references within the CMP to City Staff, including the City Manager, Development Services Director, City Engineer, Fire Marshal, or other such City Staff persons shall include the designee of that person.

8. "CMP"
   means as defined in Section 1. Introduction.

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9. "DATA CENTER"
means a single or multi-tenant colocation and/or interconnection facilities, including facilities and areas housing servers and other computer equipment, systems and associated components, such as telecommunications and data storage systems. Data Centers and Data Center campuses may include computers and other means and systems for remote storage that organizations use to store, distribute, process, organize and disseminate data. Data Centers and Data Center campuses may include offices, training facilities, meeting spaces, conference rooms, team building spaces and amenities, workout facilities, cafeterias, and other supporting uses. A Data Center facility shall include any areas required for the installation of fiber conduit, power utility generation and/or transmission related facilities (including substations and switch yards), critical infrastructure equipment (which may be external to the Data Center facility or located within or on the roof of a Data Center facility) and shall include the construction and maintenance of equipment and battery storage facilities. Data Center facilities and campuses are highly secure and are intended for exclusive use by employees, vendors and invitees of the secure Data Centers and will not be open to the general public.

10. "DEVELOPMENT CODE"
means as defined in Section 3. Community Master Plan Framework.

11. "DEVELOPMENT STANDARDS"
means as defined in Section 3.2.F. Development Standards.

12. "FHWA"
means as defined in Section 2.2. Circulation.

13. "I-10"
means Interstate 10.

14. "IWMP"
means as defined in Section 2.7. Water Service.

15. "LAND USE DESIGNATION"
means as defined in Section 4.4. Land Use Designations.

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16. "LI" LAND USE DESIGNATION
Means as defined in Section 4.3. Light Industrial Land Use Designations.

17. "MAG"
means Maricopa Association of Governments.

18. ""OS" LAND USE DESIGNATION
means as defined in Section 4.1. Opens Space Land Use Designations.

19. "PC DISTRICT"
means as defined in Section 3. Community Master Plan Framework.

20. "PLANNING UNITS"
means as defined in Section 3.2.A. Planning Units.

21. "PROPERTY"
means as defined in Section 1. Introduction.

22. "PLANNING UNIT PLAN"
Means as defined in Section 3.3. Review and Approval Process

23. "RID"
means as defined in Section 2.4. Roosevelt Irrigation District Canal.

24. "RTP"
means as defined in Section 2.2. Circulation.

25. "RULES"
means as defined in Section 3.1. Relationship with the Development Code.

26. "SR 85"
means State Route 85.

27. "STONE HOUSE WASH"
means as defined in Section 2.5. Regional Drainage Patterns.

28. "TOWN"
means the Town of Buckeye prior to incorporation as a city.

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29. "TMP"
means as defined in Section 2.2. Circulation.

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7. APPENDIX

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APPENDIX A - LEGAL DESCRIPTION

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CIPRIANI
CMP PROPERTY
LEGAL DESCRIPTION

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

PARCEL NO. 1:

BEGINNING at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16'13" West, 2641.18 feet;

THENCE South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

THENCE North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

THENCE North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

THENCE along said southerly Right of Way line the following 4 courses:

THENCE South 74°32'18" East, 1847.85 feet;

THENCE South 07°43'22" East, 449.86 feet;

THENCE South 00°11'41" West, 600.00 feet;

THENCE South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

THENCE along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

PARCEL NO. 2:

BEGINNING at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16'05" West, 2658.12 feet;

THENCE South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

THENCE along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

THENCE South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

THENCE South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

THENCE North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

THENCE North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

THENCE leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

THENCE South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

THENCE along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

THENCE South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

THENCE South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

THENCE South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

THENCE along said northerly line the following 15 courses:

THENCE South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

THENCE westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

THENCE North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

THENCE northwesterly along said curve, through a central angle of 39°24'36", an arc length of 162.33 feet to a tangent line;

THENCE North 32°30'33" West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

THENCE northwesterly along said curve, through a central angle of 13°53'06", an arc length of 78.52 feet to a tangent line;

THENCE North 46°23'39" West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

THENCE westerly along said curve, through a central angle of 57°30'40", an arc length of 249.94 feet to a tangent line;

THENCE South 76°05'40" West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

THENCE westerly along said curve, through a central angle of 13°50'14", an arc length of 73.90 feet to a tangent line;

THENCE South 89°55'55" West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

THENCE westerly along said curve, through a central angle of 15°45'23", an arc length of 157.02 feet to a tangent line;

THENCE North 74°18'43" West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

THENCE westerly along said curve, through a central angle of 18°24'59", an arc length of 208.61 feet to a tangent line;

THENCE South 87°16'18" West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

THENCE leaving said north line, along said west line, South 00°14'18" West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

THENCE along said southerly line the following 15 courses:

THENCE North 87°16'18" East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

THENCE easterly along said curve, through a central angle of 18°24'59", an arc length of 182.89 feet to a tangent line;

THENCE South 74°18'43" East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

THENCE easterly along said curve, through a central angle of 15°45'23", an arc length of 179.02 feet to a tangent line;

THENCE North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

THENCE easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

THENCE North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

THENCE easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

THENCE South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

THENCE southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

THENCE South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

THENCE southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

THENCE South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

THENCE easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

THENCE North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

THENCE along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

THENCE South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

THENCE North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

THENCE leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

THENCE along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 388.92 feet;

THENCE leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

THENCE along said west line, South 00°17'02" West, 451.00 feet;

THENCE leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 539.00 feet;

THENCE leaving said east line, North 89°24'28" West, 793.07 feet;

THENCE North 00°17'02" East, 220.00 feet;

THENCE North 89°24'28" West, 526.64 feet;

THENCE South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

THENCE North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

THENCE North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

THENCE South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

THENCE along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

THENCE North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

THENCE South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

THENCE along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

THENCE North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

THENCE South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

THENCE North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

THENCE South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

THENCE North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

THENCE South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

THENCE North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

THENCE North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

THENCE South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

THENCE along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

THENCE along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING.**

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

PARCEL NO. 3:

BEGINNING at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11'29" West, 2640.81 feet;

THENCE South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

THENCE North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

THENCE North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

THENCE South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

PARCEL NO. 4:

COMMENCING at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11'29" West, 2640.81 feet;

THENCE South 88°59'43" East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING;**

THENCE continuing along said north line, South 88°59'43" East, 1324.62 feet to the North quarter corner of said Section 31;

THENCE South 89°00'03" East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

THENCE South 00°17'00" West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 10 courses are defined by the Final Plat of "Unit Two Roosevelt Citrus Acres", as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

THENCE South 89°14'12" East, 1325.80 feet along the south line of said Northeast quarter of the Northeast quarter to the southeast corner thereof;

THENCE South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

THENCE North 89°28'24" West, 680.54 feet along the East-West Mid-Section line of said Section 31 to the northerly prolongation of the east line of Lot 50, Block 3;

THENCE along said northerly prolongation and said east line of Lot 50, South 00°14'01" West, 661.92 feet to the southeast corner of said Lot 50;

THENCE North 89°20'59" West, 324.03 feet along the south line of said Lot 50 to the southwest corner thereof;

THENCE South 00°14'38" West, 654.24 feet along the east line of Lot 53 of said Final Plat and the southerly prolongation of said east line to the center of the 50-foot roadway lying south of and abutting said Lot 53;

THENCE continuing along the center of said roadway, North 89°13'36" West, 1305.47 feet to its point of intersection with the southerly prolongation of the west line of Lot 46 of said Final Plat;

THENCE along said prolongation, being the west lines of Lots 46 and 42, and the northerly prolongation thereof, North 00°15'27" East, 1309.84 feet to the East-West Mid-Section line of said Section 31;

THENCE along said East-West Mid-Section line, North 89°28'24" West, 1663.47 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

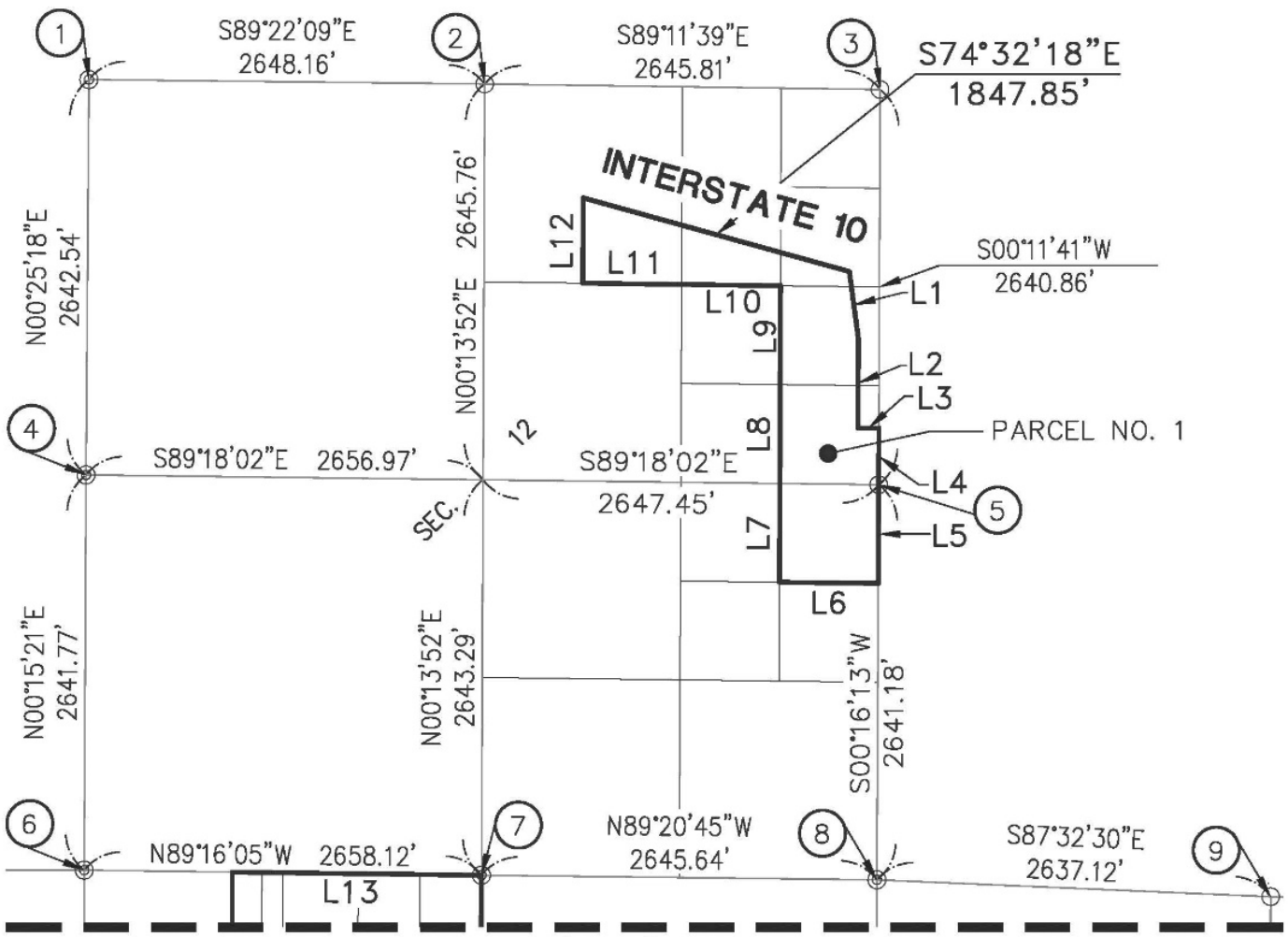
THENCE North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING.**

(The above described Parcel 4 contains a computed area of 10,590,740 sq. ft.).

The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 91,090,423 sq. ft. (2091.148 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: August 2023



MATCH SHEET 2

LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT LINE

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 8/04/2023
ARIZONA, U.S.A.
Expires 12/31/2024

THE AREA IS 91,090,423 SQ. FT. OR 2091.148 ACRES

SHEET 1 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

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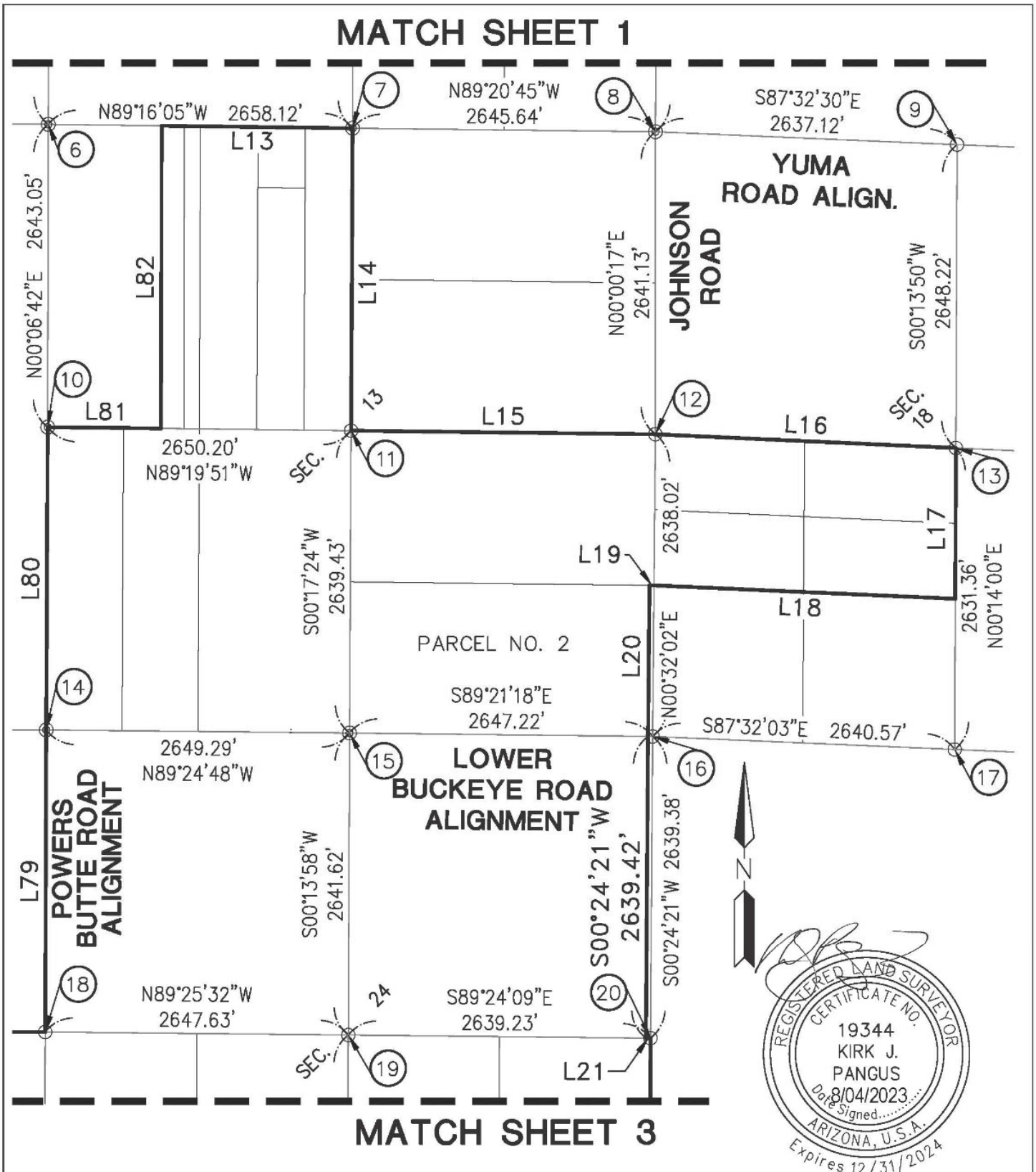

SHEET 2 OF 9

PROJ.NO.:	1966
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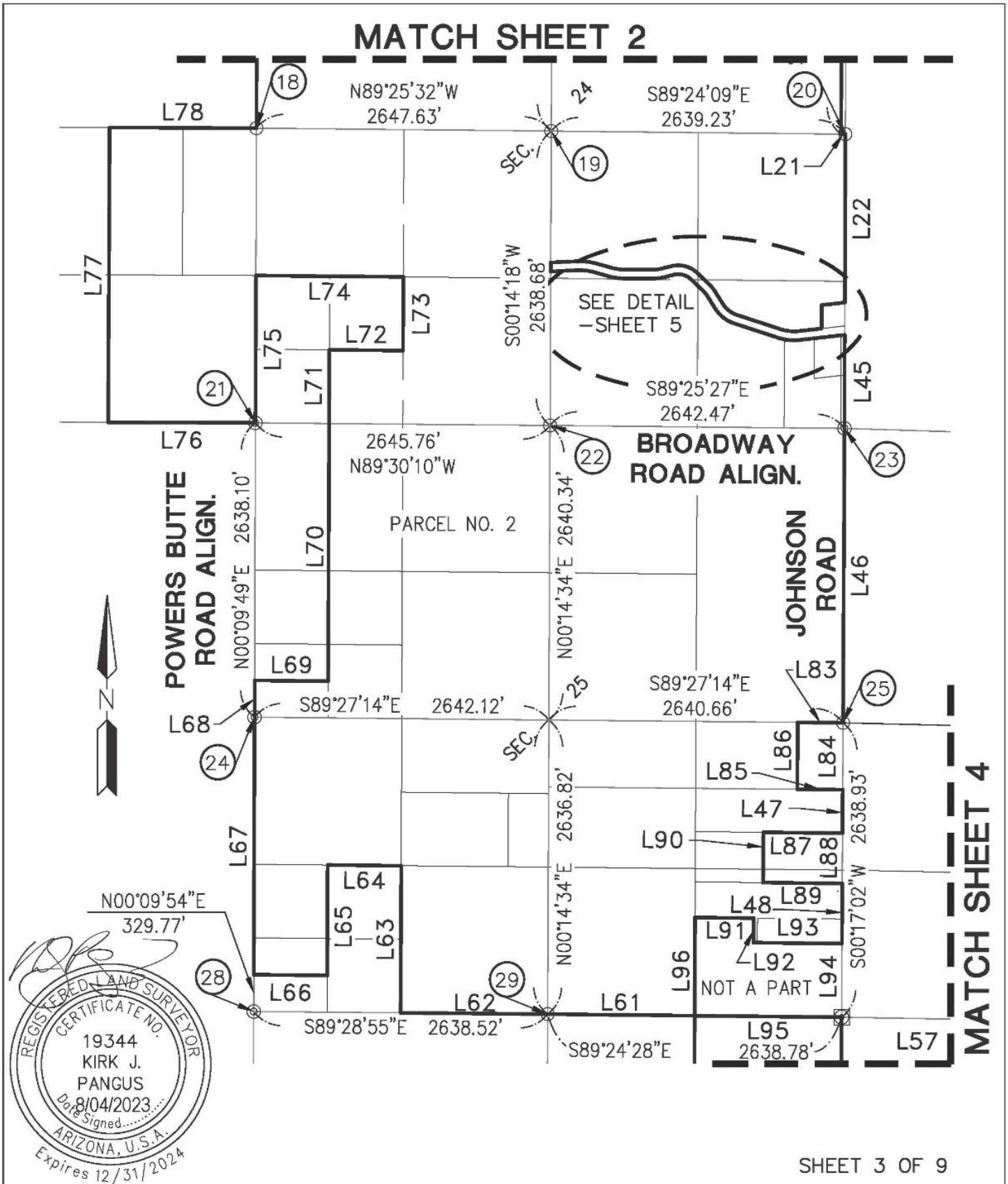

SHEET 3 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
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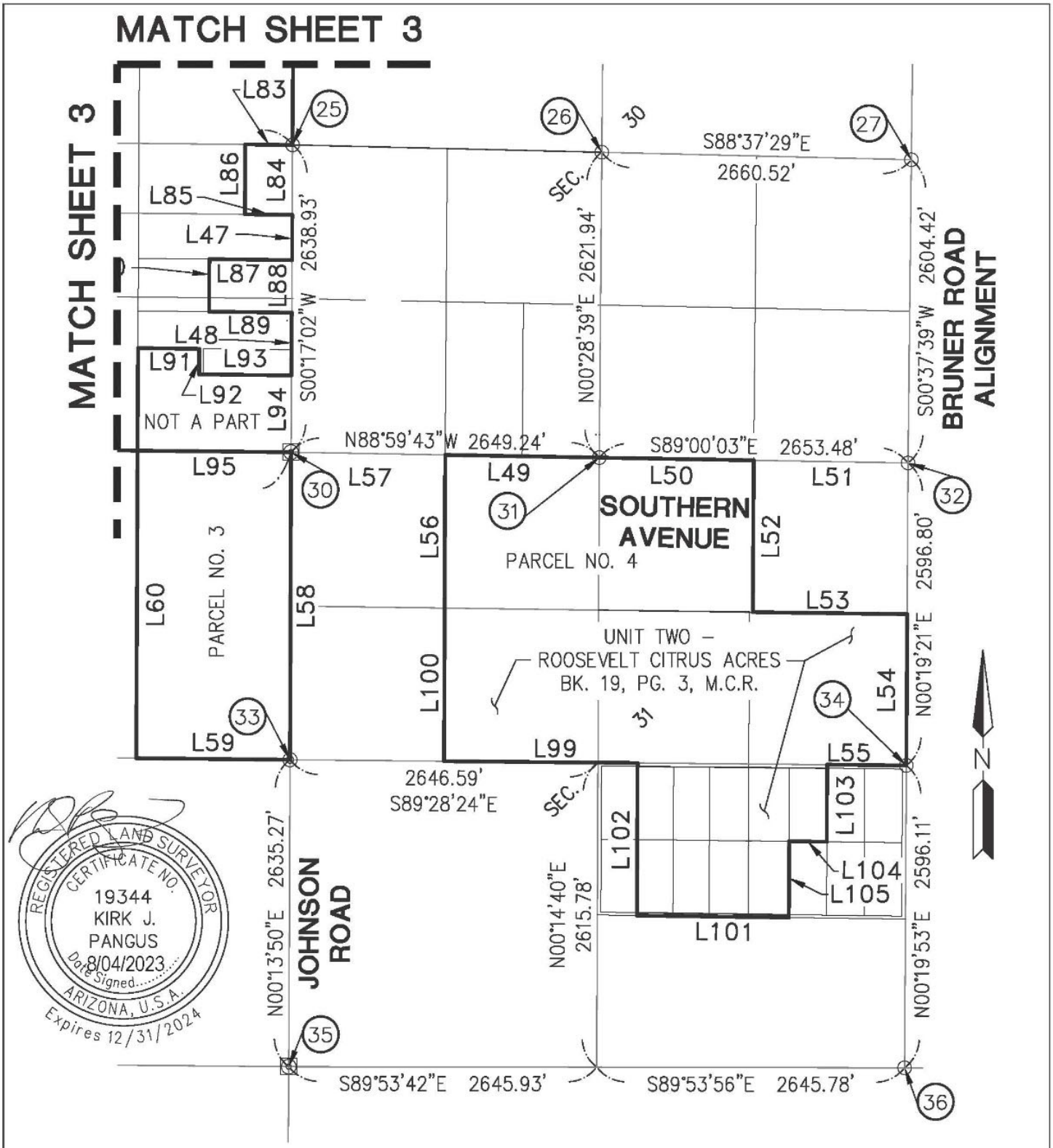

SHEET 4 OF 9

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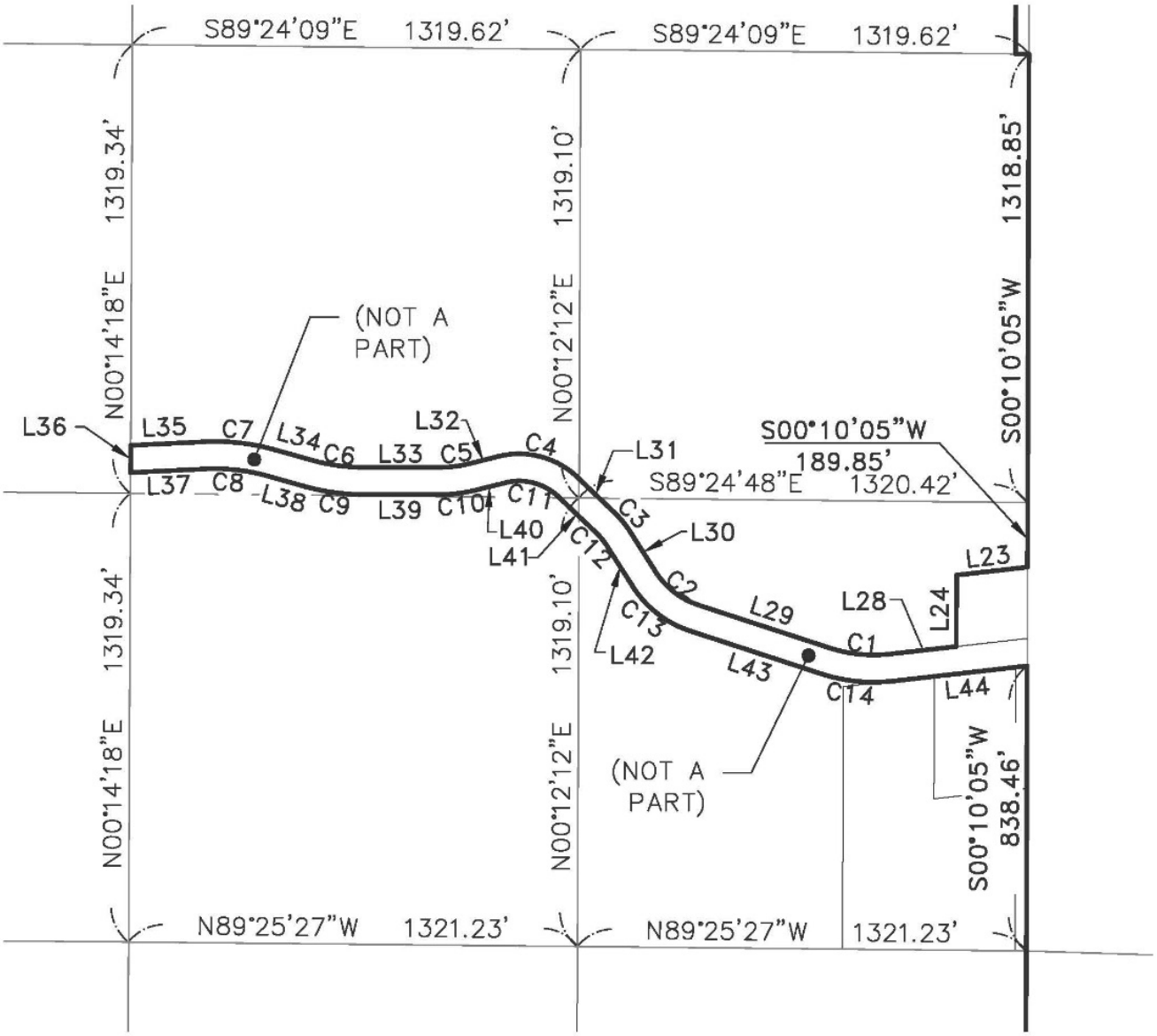
DETAIL - FROM SHEET 3



REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
8/04/2023
Date Signed
ARIZONA, U.S.A.
Expires 12/31/2024

N

SHEET 5 OF 9

PROJ.NO.:	1966
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LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°43'22"E	449.86'
L2	S00°11'41"W	600.00'
L3	S89°48'19"E	140.00'
L4	S00°11'41"W	378.12'
L5	S00°16'13"W	660.30'
L6	N89°18'43"W	661.75'
L7	N00°15'37"E	660.43'
L8	N00°12'14"E	660.52'
L9	N00°12'09"E	660.52'
L10	N89°14'50"W	661.64'
L11	N89°14'50"W	661.66'
L12	N00°13'20"E	570.49'
L13	S89°16'05"E	1668.06'
L14	S00°16'58"W	2640.08'
L15	S89°19'32"E	2658.47'
L16	S87°22'40"E	2627.00'
L17	S00°14'00"W	1315.68'
L18	N87°27'22"W	2633.78'
L19	N89°20'25"W	40.00'
L20	S00°32'02"W	1319.02'
L21	S89°24'09"E	40.00'
L22	S00°10'05"W	1508.71'
L23	S83°32'58"W	210.00'
L24	S00°10'05"W	210.00'
L25	NOT USED	
L26	NOT USED	
L27	NOT USED	
L28	S83°33'05"W	196.81'
L29	N71°55'10"W	406.13'
L30	N32°30'33"W	137.71'
L31	N46°23'39"W	147.37'
L32	S76°05'40"W	95.30'
L33	S89°55'55"W	230.48'
L34	N74°18'43"W	112.49'
L35	S87°16'18"W	217.61'
L36	S00°14'18"W	80.11'
L37	N87°16'18"E	221.75'
L38	S74°18'43"E	112.49'

L39	N89°55'55"E	230.48'
L40	N76°05'40"E	95.30'
L41	S46°23'39"E	147.37'
L42	S32°30'33"E	137.71'
L43	S71°55'10"E	406.13'
L44	N83°33'05"E	397.53'
L45	S00°10'05"W	838.46'
L46	S00°16'55"W	2638.96'
L47	S00°17'02"W	388.95'
L48	S00°17'02"W	539.00'
L49	S88°59'43"E	1324.62'
L50	S89°00'03"E	1326.74'
L51	N89°00'03"W	1326.74'
L52	S00°17'00"W	1303.88'
L53	S89°14'12"E	1325.80'
L54	S00°19'21"W	1298.40'
L55	N89°28'24"W	680.54'
L56	N00°13'04"E	1314.88'
L57	N88°59'43"W	1324.62'
L58	S00°11'29"W	2640.81'
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L63	N00°12'14"E	1318.74'
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L71	N00°12'30"E	660.34'
L72	S89°29'01"E	661.56'
L73	N00°13'06"E	660.12'
L74	N89°27'51"W	1323.35'
L75	S00°11'54"W	1321.14'
L76	N89°45'16"W	1321.07'
L77	N00°17'24"E	2642.07'
L78	S89°45'47"E	1316.84'

L79	N00°11'49"E	2642.19'
L80	N00°16'14"E	2643.26'
L81	S89°19'51"E	990.05'
L82	N00°06'42"E	2641.97'
L83	S89°27'14"E	407.32'
L84	S00°17'02"W	600.01'
L85	N89°27'14"W	407.10'
L86	N00°15'48"E	600.01'
L87	S89°24'28"E	710.01'
L88	S00°17'02"W	451.00'
L89	N89°24'28"W	710.01'
L90	N00°17'02"E	451.00'
L91	N89°24'28"W	526.64'
L92	N00°17'02"E	220.00'
L93	N89°24'28"W	793.07'
L94	N00°17'02"E	660.00'
L95	S89°24'28"E	1319.39'
L96	S00°15'48"W	880.00'
L97	NOT USED	
L98	NOT USED	
L99	N89°28'24"W	1663.48'
L100	N00°13'04"E	1314.88'
L101	N89°13'36"W	1305.47'
L102	N00°15'27"E	1309.84'
L103	S00°14'01"W	661.92'
L104	N89°20'59"W	324.03'
L105	S00°14'38"W	654.24'

PROJ.NO.:	1966
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DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	24°31'45"	420.00'	179.81'
C2	39°24'37"	236.00'	162.33'
C3	13°53'06"	324.00'	78.52'
C4	57°30'41"	249.00'	249.94'
C5	13°50'15"	306.00'	73.90'
C6	15°45'22"	571.00'	157.02'
C7	18°24'59"	649.00'	208.61'
C8	18°24'59"	569.00'	182.89'
C9	15°45'22"	651.00'	179.02'
C10	13°50'15"	386.00'	93.22'
C11	57°30'41"	169.00'	169.64'
C12	13°53'06"	244.00'	59.13'
C13	39°24'37"	316.00'	217.36'
C14	24°31'45"	500.00'	214.06'

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(1) NW CORNER SEC. 12, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915

(2) N 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563

(3) NE CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003

(4) W 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND 2" G.L.O. BRASS CAP, 1915

(5) E 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003
POINT OF BEGINNING OF PARCEL NO. 1

(6) COMMON CORNER SEC. 12&13, T.1N., R.5W., FOUND 2" IRON PIPE

(7) COMMON 1/4 CORNER SEC. 12&13, T.1N., R.5W., FOUND 2-1/2" BRASS CAP, DOWN 0.5'
POINT OF BEGINNING OF PARCEL NO. 2

(8) COMMON CORNER SEC. 12&13 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2-3/4" BRASS CAP FLUSH

(9) N 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND IRON BAR, CAPPED CMX RLS #19344

(10) W 1/4 CORNER SEC. 13, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP, 1915

(11) CENTER SEC. 13, T.1N., R.5W., FOUND 1" IRON PIPE

(12) COMMON 1/4 CORNER SEC. 13, T.1N., R.5W., & SEC. 18, T.1N., R.4W., FOUND M.C. ALUM. CAP IN HAND HOLE, RLS #36563

(13) CENTER SEC. 18, T.1N., R.4W., FOUND 2" IRON PIPE, CAPPED CMX RLS #19344

(14) COMMON CORNER SEC. 13&24 T.1N., R.5W., FOUND G.L.O. BRASS CAP

(15) COMMON 1/4 CORNER SEC. 13&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344

(16) COMMON CORNER SEC. 13&24 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2" M.C. ALUM. CAP IN HAND HOLE, RLS #36563

(17) S 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND REBAR IN 4" PVC, CAPPED CMX RLS #19344

(18) COMMON 1/4 CORNER SEC. 23&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344

SHEET 8 OF 9

PROJ.NO.:	1966
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(19) CENTER SEC. 24, T.1N., R.5W., FOUND 3/4" PIPE, CAPPED CMX RLS #19344

(20) E 1/4 CORNER SEC. 24, T.1N., R.5W., FOUND 2" M.C. ALUM. CAP, RLS #36563, 2003

(21) COMMON CORNER SEC. 23,24&25 T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915

(22) COMMON 1/4 CORNER SEC. 24&25 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344

(23) COMMON CORNER SEC. 24&25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 3" G.L.O. BRASS CAP, 1915

(24) W 1/4 CORNER SEC. 25, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563, 2003

(25) COMMON 1/4 CORNER SEC. 25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 5/8" REBAR

(26) CENTER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(27) E 1/4 CORNER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(28) COMMON CORNER SEC. 25&36, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563

(29) COMMON 1/4 CORNER SEC. 25&36, T.1N., R.5W., FOUND 5/8" REBAR IN HAND HOLE

(30) COMMON CORNER SEC. 25&36 T.1N., R.5W., & SEC. 30&31 T.2N., R.4W., FOUND G.L.O. BRASS CAP IN HAND HOLE

POINT OF BEGINNING OF PARCEL NO. 3

POINT OF COMMENCEMENT OF PARCEL NO. 4

(31) COMMON 1/4 CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(32) COMMON CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(33) COMMON 1/4 CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.2N., R.4W., FOUND 3" BRASS CAP MARKED 'T2N, R5W, R4W, S36, S31, 2003, RLS 36563'

(34) E1/4 CORNER SEC. 31, T.1N., R.4W., FOUND 1/2" REBAR, CAPPED RLS #27233

(35) COMMON CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.1N., R.4W., FOUND 2-1/2" BRASS CAP IN HAND HOLE

(36) SE CORNER SEC. 31, T.1N., R.4W., FOUND 4" M.C. ENGINEERING DEPT. ALUM. CAP IN HAND HOLE

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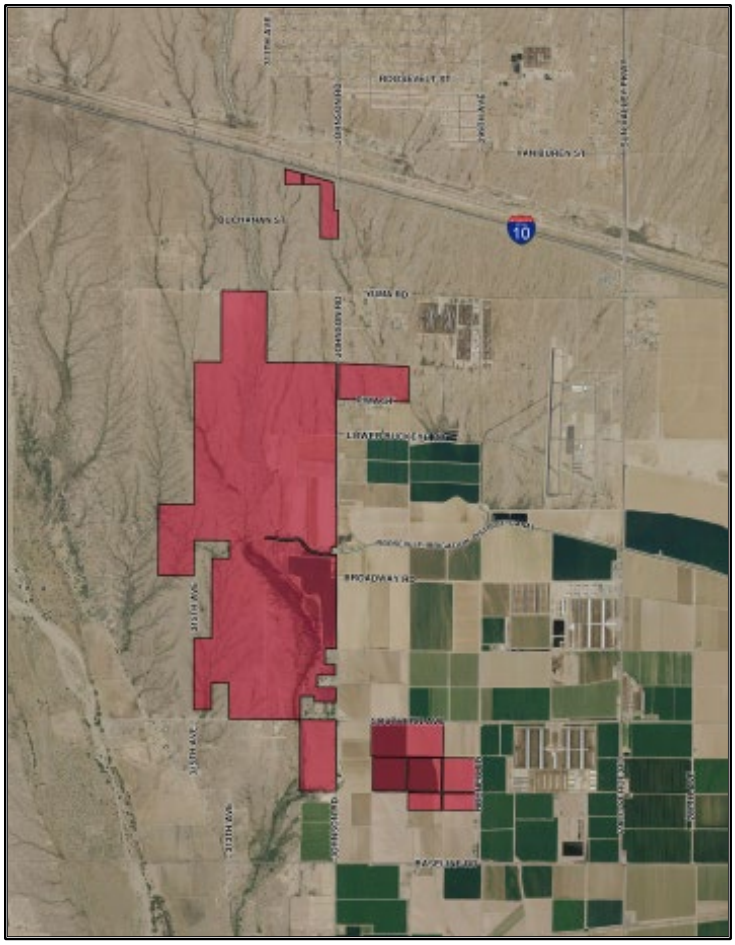
Exhibit E

CITIZEN PARTICIPATION REPORT

FOR THE CIPRIANI COMMUNITY MASTER PLAN AMENDMENT



FEBRUARY 6, 2024

A. OVERVIEW

The Citizen Review Report is being submitted in association with a request for a major amendment to the Cipriani Community Master Plan (the "CMP") to clarify the application of land uses, the land use budget, and the development standards. The Cipriani Community Master Plan covers approximately 2,016 acres and is generally bounded by Yuma Road, 315th Avenue, Johnson Road, and Southern Avenue (the "Site"). The proposed project would update the CMP with modern uses and development standards. As this Citizen Review Plan is implemented, a Report will be created for City Staff and updated throughout the process.

The entire project team is sensitive to the importance of neighborhood involvement and creating a positive relationship with property owners, residents, business owners, homeowners' associations, and other interested parties in the surrounding context and the City of Buckeye as a whole. Communication with these parties will be ongoing throughout the entitlement process. Work has already begun on compiling a list of impacted and interested stakeholders and neighborhood outreach began prior to the application filing. Outreach efforts will continue throughout the CMP amendment process.

B. COMMUNITY INVOLVEMENT

On June 1, 2023, surrounding property owners, HOAs and other interested parties were noticed via first class mail regarding the project. The distribution of this notification met the City's 500' radius mailing requirements as specified in the Citizen Participation Process packet and Section 8.2.3.I of the Zoning Ordinance. A copy of the radius map and mailing list is attached as **Exhibit A**. This notification contained information about the project, an invitation to the neighborhood open house, and the development team's contact information. A copy of this notification letter is attached as **Exhibit B**. After sending the notification letter, the development team received two (2) telephone calls – one (1) from a residential neighbor and one (1) from the Arizona State Land Department. Both requested additional information on the project. Neither expressed opposition or requested further information.

On June 21, 2023, an in-person neighborhood open house was held at the Buckeye Chamber of Commerce. The neighborhood open house provided information about the project and gave an additional opportunity for neighbors to provide comments to the development team and ask questions. Approximately 10-12 people attended the open house. Feedback from participants focused on whether the CMP amendment would change their individual zoning, whether they would be annexed into the City of Buckeye as a result of the CMP amendment, as well as traffic and road improvement questions.

The development team will continue to be accessible by phone and email to ensure that the community members have ongoing opportunities to comment and ask questions. The development team will keep the planning staff updated on the status of the Citizen Participation Plan by providing updated reports as we progress through the process.

On January 29, 2024, two (2) signs were posted to the Site to notify the community about the date and time of public hearings. This posting met the requirements stated in the Rezoning Process Guide packet. A picture of the sign posting is attached as **Exhibit C**. On January 29, 2024, surrounding property owners, HOAs and other interested parties were noticed via first class mail of the upcoming public hearings. A copy of the notification letter is attached as **Exhibit D**. Finally on January 29, 2024, a publication was posted in the newspaper informing the community of the upcoming hearings. A copy of the publication is attached as **Exhibit E**.

A vital part of the outreach process is to allow people to express their concerns and understand issues and attempt to address them in a professional and timely matter. Again, the entire team realizes the importance of the neighborhood involvement process and is committed to communication and outreach for the project.

C. TENTATIVE OUTREACH SCHEDULE

1st Submittal – April 7, 2023

2nd Submittal – August 28, 2023

Neighborhood Open House – June 21, 2023

Submittal of Citizen Participation Report – September 19, 2023

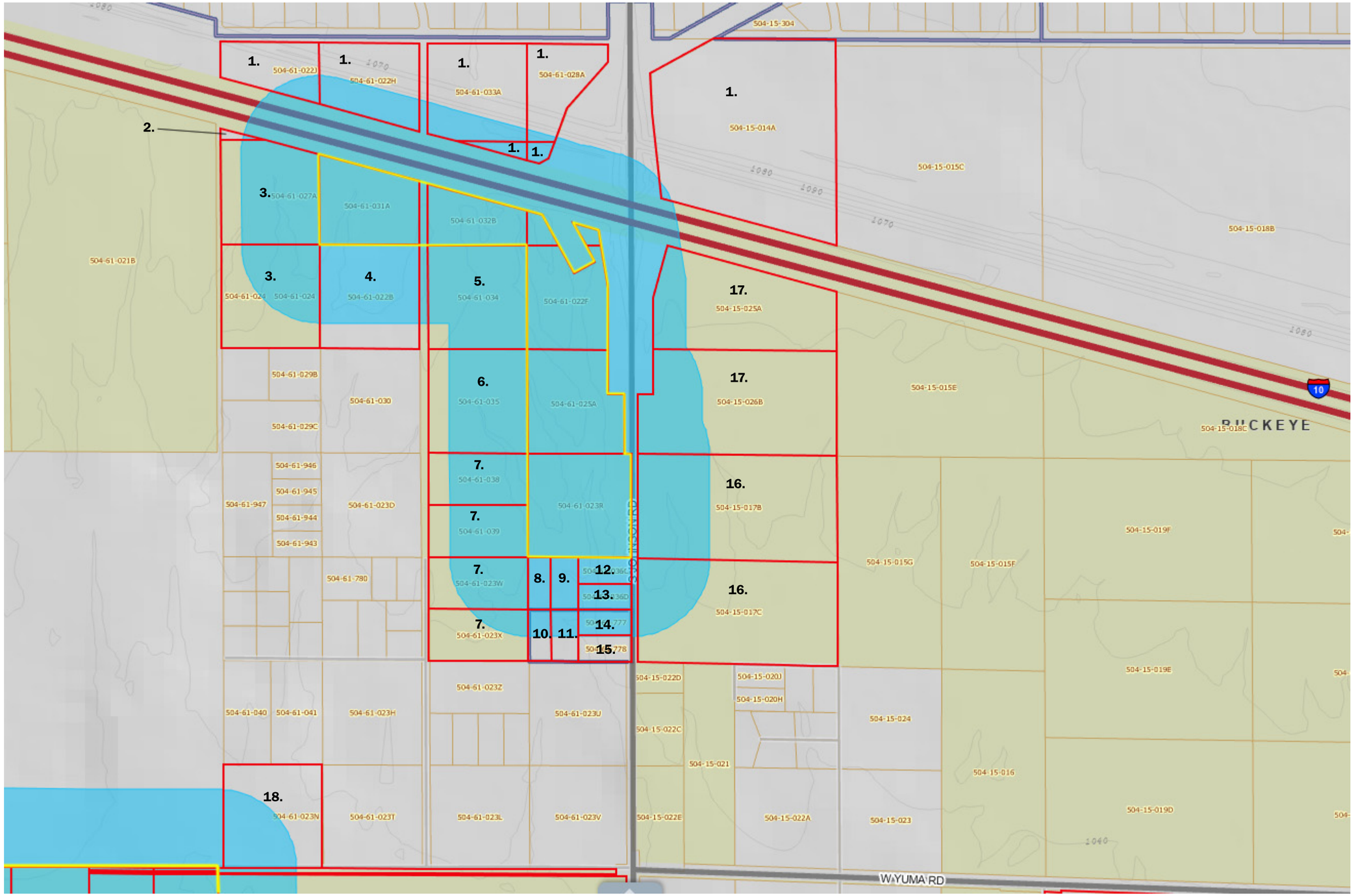
Planning and Zoning Commission Hearing – February 13, 2024, at 6:00 pm

City Council Hearing – TBD (applicant will mail notice to surrounding property owners and interested parties, post signs to the property, and print a publication in the newspaper at least 15 days prior to the public hearing)

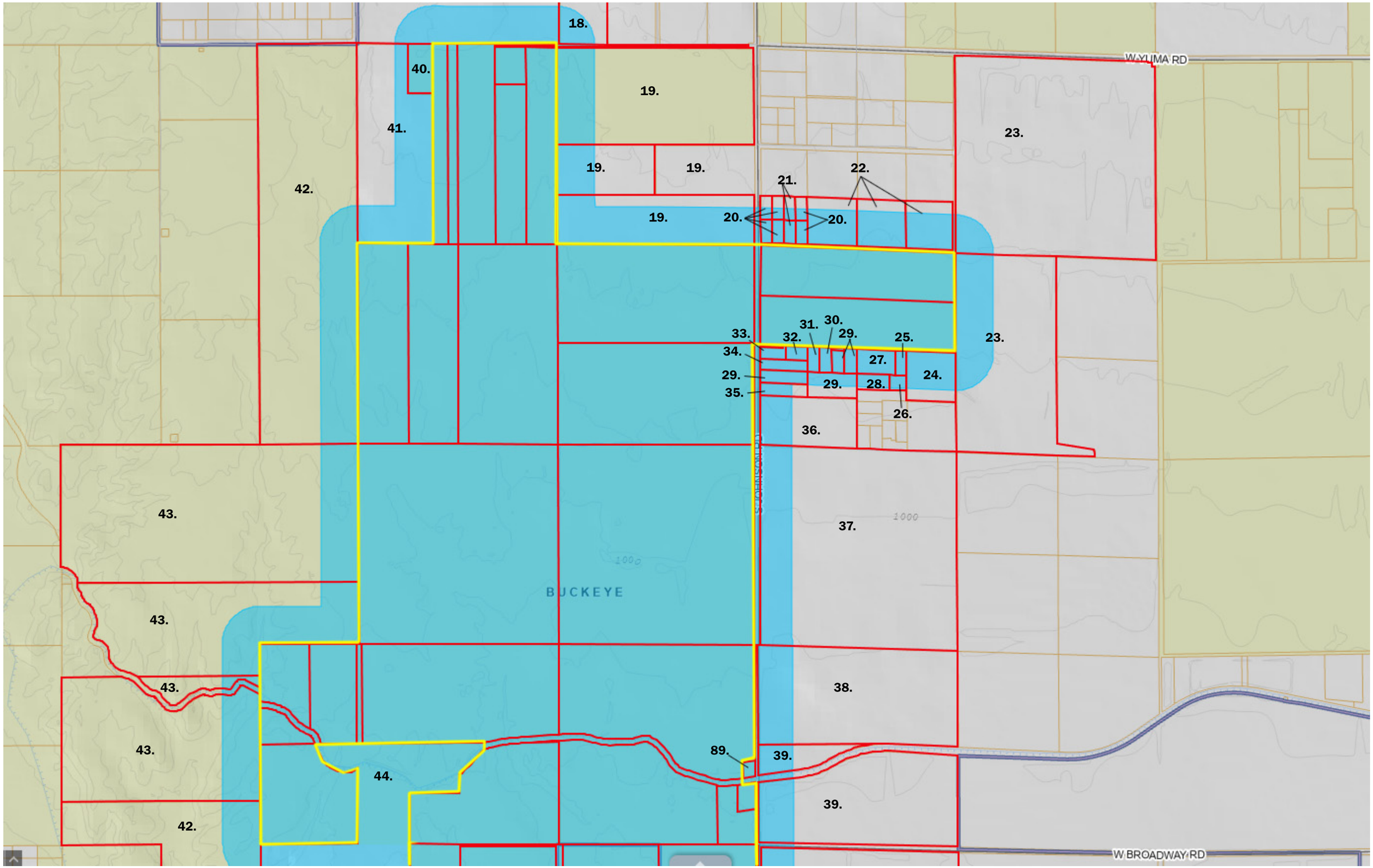
Exhibit A

Radius Map and Notification List

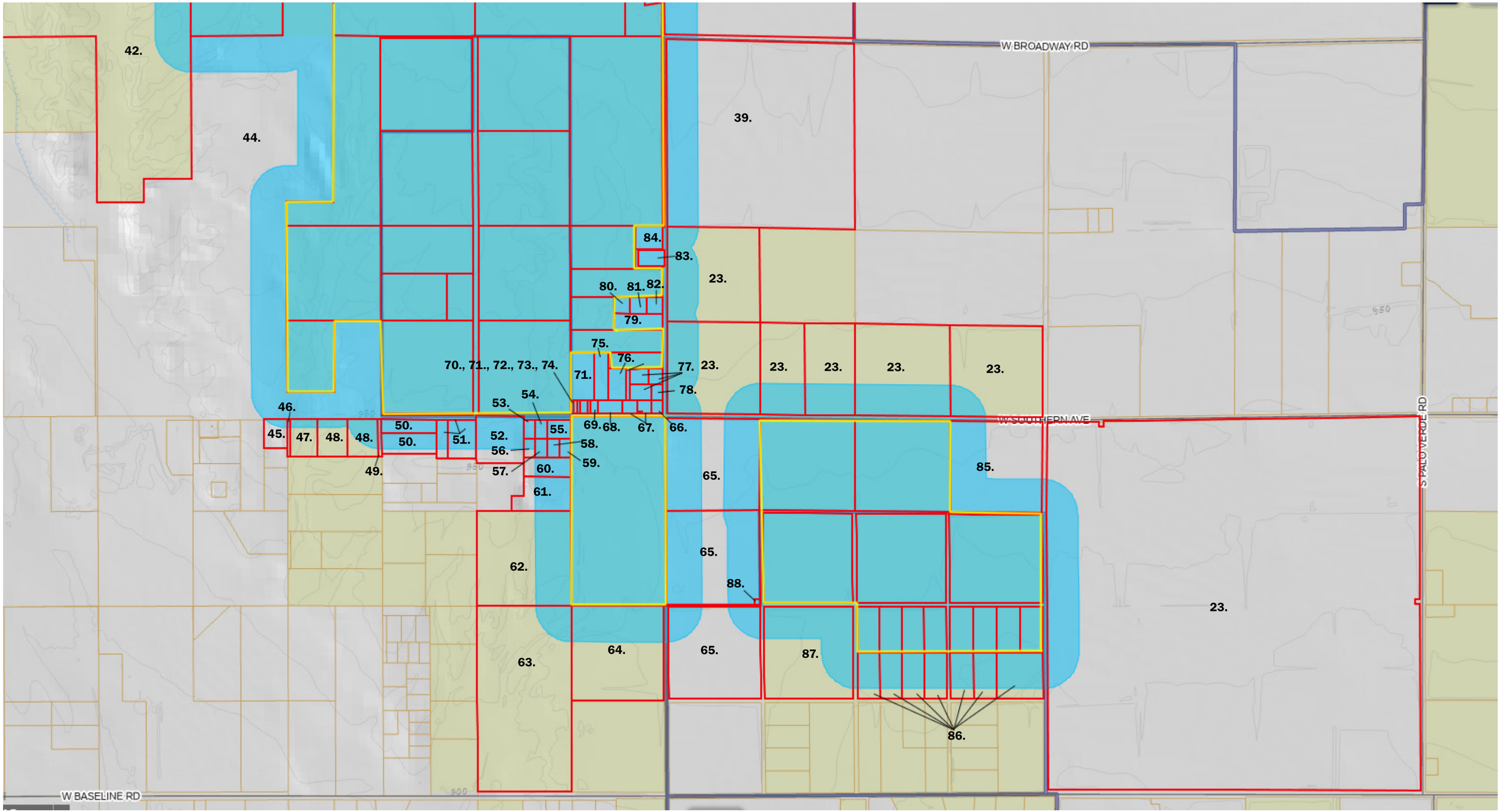
NORTHERN PROJECT AREA - 500 FOOT BUFFER



CENTRAL PROJECT AREA - 500 FOOT BUFFER



SOUTHERN PROJECT AREA - 500 FOOT BUFFER



SURROUNDING PROPERTIES WITHIN 500 FEET

Ownership ID	Parcel Number	Owner	Mailing Address
1.	504-15-014A 504-61-022H 504-61-022J 504-61-026C 504-61-028A 504-61-033A 504-61-511	FLOOD CONTROL DISTRICT OF MARICOPA COUNTY	2801 W DURANGO ST PHOENIX AZ USA 85009
2.	504-61-022K	AZ STATE OF	205 S 17TH AVE PHOENIX AZ USA 85007
3.	504-61-024 504-61-027A	SHEMER DOUGLAS	5230 E SHANGRI-LA RD SCOTTSDALE AZ USA 85254
4.	504-61-022B	CHOLODIUK SHEAN	1570 OLD BRODHEAD RD MONACA PA USA 15061
5.	504-61-034	DANIEL J AND WILMA O ZALES LIVING TRUST/ZALES WALTER J/KATHY R/ETAL	1931 W BONANZA LN PHOENIX AZ USA 85085
6.	504-61-035	TRUITT ENTERPRISES 401K PLAN	8040 E MORGAN TRL STE 22 SCOTTSDALE AZ USA 85258
7.	504-61-023W 504-61-023X 504-61-038 504-61-039	GEM IRREVOCABLE TRUST	7849 RANCHO MIRAGE DR LAS VEGAS NV USA 89113
8.	504-61-036A	KRAFT CHRISTIAN P/ROXXANNE E	1814 FLORIA ST NO 211 HUNTINGTON BEACH CA USA 92648
9.	504-61-036B	MARTINEZ ANDREW	624 S JOHNSON RD BUCKEYE AZ USA 85326
10.	504-61-775	LOPEZ GLORIA JEANETTE	732 S JOHNSON RD BUCKEYE AZ USA 85326
11.	504-61-776	ANDERSON CORSON DEL/LAUREN	726 S JOHNSON RD BUCKEYE AZ USA 85326
12.	504-61-036C	DO HANNA NGUYEN	608 S JOHNSON RD BUCKEYE AZ USA 85326
13.	504-61-036D	HERNANDEZ MARTIN/LETICIA	616 S JOHNSON RD BUCKEYE AZ USA 85326
14.	504-61-777	SCHELER JAMES M/NICOLE H	710 S JOHNSON RD BUCKEYE AZ USA 85326
15.	504-61-778	GIRON MANUEL SANCHEZ/MARIA DE LA LUZ DE	718 S JOHNSON RD BUCKEYE AZ USA 85396
16.	504-15-017B 504-15-017C	BUCKEYE COMMERCE PARK LLC	PO BOX 531210 HENDERSON NV USA 89052
17.	504-15-025A 504-15-026B	POINT GREY ESTATES LLC	17594 W AGAVE CT GOODYEAR AZ USA 85338
18.	504-61-023N	LARA NORLEEN F	7255 E BROADWAY RD MESA AZ USA 85208
19.	504-31-001B 504-31-001F 504-31-001G 504-31-001H 504-31-001J	WRUBLIK CHILDRENS HOLDING LLC	PO BOX 8510 SURPRISE AZ USA 85374
20.	504-30-064A 504-30-064B 504-30-064D 504-30-065A 504-30-065B 504-30-065D	ES INVESTMENTS LLC	14175 W INDIAN SCHOOL RD SUITE B4-542 GOODYEAR AZ USA 85395
21.	504-30-064C 504-30-065C	VERA HOMES LLC	4125 W BANFF LN PHOENIX AZ USA 85053
22.	504-30-007G 504-30-007L 504-30-007M	FOLTZ JOHN E/MARIE D	9830 N 79TH PL SCOTTSDALE AZ USA 85258
23.	504-30-005G 504-30-006C 504-37-014P 504-37-014Q 504-37-014W 504-37-014X 504-37-014Y 504-37-014Z 504-37-023C	STOTZ FARMS INC	11111 W MCDOWELL RD AVONDALE AZ USA 85392
24.	504-30-004L	SUBHI M KALLA TRUST B	7820 N 47TH PL PARADISE VALLEY AZ USA 85253
25.	504-30-059	HOLGUIN LETICIA	30318 W ROOSEVELT ST BUCKEYE AZ USA 85396
26.	504-30-051B	HAGGARD DONALD RAY/DEBRA LYNN	6822 W ROMA AVE PHOENIX AZ USA 85033
27.	504-30-060	HENDERSON JEAN	30420 W LOWER BUCKEYE RD BUCKEYE AZ USA 85326
28.	504-30-051A	HENDERSON JAMES LEE/ANGELA VICTORIA	19845 N 36TH DR GLENDALE AZ USA 85308
29.	504-30-004Q 504-30-004Y 504-30-049C 504-30-049D 504-30-049E	DNT RENTS LLC	2310 N POMEROY CIR MESA AZ USA 85201
30.	504-30-049A	CROOKS BRADLEY	26306 N 15TH AVE PHOENIX AZ USA 85085
31.	504-30-050	MILLER SHIRLEY	30545 W WATKINS ST BUCKEYE AZ USA 85326
32.	504-30-048D	COLIN JAZMIN/IVAN	2401 S JOHNSON RD BUCKEYE AZ USA 85326
33.	504-30-048C	ENRIQUEZ NEMESIO	25811 W WILLIAMS ST BUCKEYE AZ USA 85326
34.	504-30-061	COTA SAMUEL E/RACHEL M	2423 S JOHNSON RD BUCKEYE AZ USA 85326
35.	504-30-004X	PALMER KENNETH/DONNA	2609 S JOHNSON RD BUCKEYE AZ USA 85326
36.	504-30-004E	AYCOCK ROY F/OLIVE JEAN TR	3816 E ELM ST PHOENIX AZ USA 85018
37.	504-30-017A	J BAR R FARMS LIMITED PARTNERSHIP	25500 W BROADWAY RD BUCKEYE AZ USA 85326
38.	504-30-030	J BAR R FARMS LTD PARTSHIP	25500 W BROADWAY BUCKEYE AZ USA 85326
39.	504-30-018 504-30-019 504-37-016	GREEN FARMS LTD	5201 E FANFOL DR PARADISE VALLEY AZ USA 85253
40.	504-31-004L	LPC PROPERTIES LLC	9117 W MONTANA DE ORO CT PEORIA AZ USA 85383-2203
41.	504-31-004K	WRUBLIK JOHN	13001 S RAINBOW VALLEY RD BUCKEYE AZ USA 85326
42.	504-31-018 504-36-097A	DESERT CREEK MPC LLC	600 WINSLOW WAY E 247 BAINBRIDGE ISLAND WA USA 98110
43.	504-31-023F 504-31-023G 504-31-023H 504-31-023E	BUCKEYE 1680 LLC	271 WINSLOW WAY E STE 10727 BAINBRIDGE ISLAND WA USA 98110
44.	-	ARIZONA STATE LAND DEPARTMENT	1110 WEST WASHINGTON STREET PHOENIX AZ 85007
45.	504-36-020M	MONTENEGRO RICARDO A/MARINA NATALY	31507 W SOUTHERN AVE BUCKEYE AZ USA 85326
46.	504-36-038J	ARIZONA STATE OF	301 W JEFFERSON ST 10TH FL PHOENIX AZ USA 85003
47.	504-36-038R	SANCHEZ ADRIANA	5015 W WILSHIRE DR PHOENIX AZ USA 85035

48.	504-36-038P 504-36-038Q	FUERST FABIAN/LAURENZ	SCHOENBURGSTRASSE 40 TOP 3 1040 VIENNA AUT
49.	504-36-038D	CARTER KEVIN LYNWOOD	1640 S 233RD AVE BUCKEYE AZ USA 85326
50.	504-36-033M 504-36-033N	STANTON AND SUSAN SCOW TRUST	6225 S 312TH AVE BUCKEYE AZ USA 85326
51.	504-36-033J 504-36-033K 504-36-033L	SCOW NATHAN S/AMBERLYN B	PO BOX 1268 BUCKEYE AZ USA 85326
52.	504-36-035D	WILLIAM AND MAURICETTE MAY LIVING TRUST	15923 W MULBERRY DR GOODYEAR AZ USA 85395
53.	504-36-035K	PYLAT SARA/LAWRENCE/DOSSETT KARIN M	6007 S 310TH AVE BUCKEYE AZ USA 85326
54.	504-36-035L	SJ PROJECTS LLC	610 E BELL RD #2-157 PHOENIX AZ USA 85022
55.	504-36-035X	JOHNSON EDWARD	30924 W PLEASANT LN BUCKEYE AZ USA 85326
56.	504-36-035Q	POLAND FAMILY REVOCABLE LIVING TRUST	764 HOMESTEAD AVE LATHROP CA USA 95330
57.	504-36-035R	REGORY EDWARD/HAZEL	30937 W PLEASANT LN BUCKEYE AZ USA 85326
58.	504-36-035S	BUNCH TRACY/ANGELA	30923 W PLEASANT LN BUCKEYE AZ USA 85326
59.	504-36-035T	JAMES BERTIE M/STARLENE	30915 W PLEASANT LN BUCKEYE AZ USA 85326
60.	504-36-035V	NORTHERN STATES COMMERCIAL LLC	6921 S 220TH AVE BUCKEYE AZ USA 85326
61.	504-36-035W	HELM RICHARD ALVIN	22232 W YAVAPAI ST BUCKEYE AZ USA 85326
62.	504-36-039E	RICHARD JAY GOULD REVOCABLE LIVING TRUST	PO BOX 1265 TUBAC AZ USA 85646
63.	504-36-032	EMPIRE MORTGAGE XVI LLC	11350 MCCORMICK RD HUNT VALLEY MD USA 21031
64.	504-36-034K	JOHNSON BASELINE LLC	2726 E BELLA VISTA RD SAN TAN VALLEY AZ USA 85143
65.	504-64-003 504-64-026 504-64-027	RM MOSER FAMILY LLLP	PO BOX 548 BUCKEYE AZ USA 85326
66.	504-36-002	LERMA FREDDIE/NICHOLLS GLORIA LERMA	5810 S JOHNSON RD BUCKEYE AZ USA 85326
67.	504-36-001B 504-36-001C 504-36-001D	CAMARILLO BENIO S & ESTELLA M ETAL	RT 2 BOX 889-A BUCKEYE AZ USA 85326
68.	504-36-042	PEREZ SALVADOR/ANGELINA	6234 W RAYMOND ST PHOENIX AZ USA 85043
69.	504-36-043A	PATERAKIS KATHRYN JEAN/WOERTINK ANDREA LEE	30832 W SOUTHERN AVE BUCKEYE AZ USA 85326
70.	504-36-003V	ALVARADO PAMELA	30844 W SOUTHERN AVE BUCKEYE AZ USA 85326
71.	504-36-003K 504-36-003U	JESUS HERRERA TRUST	8606 W VAN BUREN ST TOLLESON AZ USA 85353
72.	504-36-003P	NEWREZ LLC	55 BEATTIE PL STE 500 GEENVILLE SC USA 29601
73.	504-36-003R	REYES CYNTHIA ROSE SOLTERO	PO BOX 623 BUCKEYE AZ USA 85326
74.	504-36-003T	MENDOZA ANTONIO	5901 N 515TH AVE TONOPAH AZ USA 85354
75.	504-36-099	MOTA BRYAN	21707 W NARRAMORE RD BUCKEYE AZ USA 85326
76.	504-36-003M 504-36-098	GOMEZ ANDRES/RAQUEL ARROYO	5802 E JOHNSON RD BUCKEYE AZ USA 85326
77.	504-36-107F 504-36-107G 504-36-107H	IBARRA MONSERRAT MARTIN	81 W HEREFORD DR SAN TAN VALLEY AZ USA 85143
78.	504-36-044A	RUELAS ADAN GONZALES	4302 S 6TH AVE PHOENIX AZ USA 85041
79.	504-36-101	LUNA FELIPE ORTIZ/ORTIZ SAN JUANA CORONA	31039 W PORTLAND ST BUCKEYE AZ USA 85396
80.	504-36-100F	MORAN DEAN V/MELANIE R	17200 W. BELL RD STE 1022 SURPRISE AZ USA 85374
81.	504-36-100E	NELSON MATTHEW	5512 S JOHNSON RD BUCKEYE AZ USA 85326
82.	504-36-100D	LOPEZ-ACOSTA RICARDO	5508 S JOHNSON RD BUCKEYE AZ USA 85326
83.	504-36-040J 504-36-041	TYREE DONALD F/KATHLEEN M	125 4TH AVE E BUCKEYE AZ USA 85326
84.	504-36-040H	RANDALL CHARLES R/KERRY J	5204 S JOHNSON RD BUCKEYE AZ USA 85326
85.	504-64-029B	IACONA PROPERTIES LLC	3641 E LA SALLE ST PHOENIX AZ USA 85040
86.	504-64-001G 504-64-007 504-64-008 504-64-009 504-64-011E 504-64-011G 504-64-012	DHANJAL SEWA SINGH/SUKHVINDER KAUR	3214 S SARIVAL AVE GOODYEAR AZ USA 85338
87.	504-64-001D	BUCKEYE BASELINE ONE LLC	807 CANYON GREENS DR LAS VEGAS NV USA 89144
88.	504-64-025	BUCKEYE LOT 130 LLC	3900 S HUALAPAI WAY STE 100 LAS VEGAS NV USA 89147
89.	504-31-012	ROOSEVELT IRRIGATION DIST	103 W BASELINE RD BUCKEYE AZ USA 85326

Exhibit B

Open-House Notification Letter

BERRY | RIDDELL LLC

6750 E. Camelback Rd., #100
Scottsdale, AZ 85251
Office: 480-385-2727
www.berryriddell.com

ca@berryriddell.com
Direct: (480) 626-8829

June 2, 2023

Re: ***Buckeye Tech Corridor***
Major Amendment to the Cipriani Community Master Plan
(Case Number: PLZZ-23-0005)

Dear Neighbor or Interested Party:

The purpose of this letter is to inform you that we have recently filed a request to amend the Cipriani Community Master Plan (the "Master Plan"), which covers approximately 2,106 acres and is generally bounded by 323rd Avenue to the west, Johnson and Brunner Roads to the east, Southern Avenue to the south, and the Interstate-10 to the north (the "Site").

This amendment will replace the Master Plan that was approved in 2008 for primarily residential uses, update the Master Plan with modern uses and development standards focused on industrial and commercial uses, and provide a framework for future development of the Site in a thoughtful and responsible manner.

This framework is intended to encourage a level of locational flexibility in regard to future development of industrial and commercial uses, while concentrating higher intensity development where infrastructure exists and can be provided to support it. The Site is intended to be developed in planning units, which may be developed in phases with infrastructure and public facilities designed and sized to accommodate planned improvements with each phase.

We would like to invite you to a neighborhood meeting to discuss the proposed amendment. For more information on the project ahead of the meeting, please see the attached aerial map and industrial and commercial land use group graphics.

We are hosting an in-person informational meeting at the date, time, and location listed below:

Location: Buckeye Chamber of Commerce
508 E Monroe Avenue,
Buckeye, AZ 85326

Date: June 21st, 2023

Time: 5:30 PM

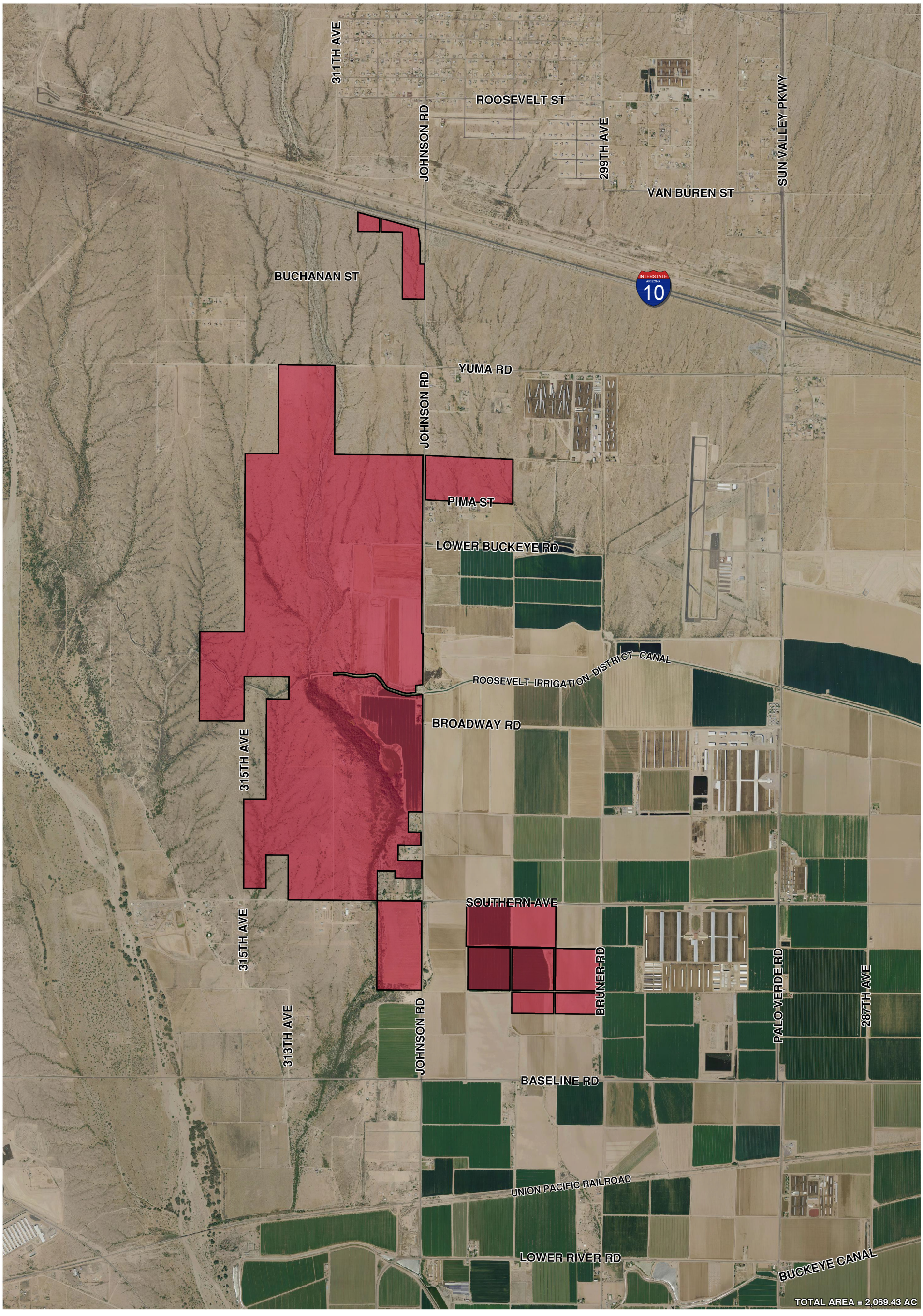
If you are unable to attend the meeting, please contact Elyse DiMartino at (480) 682-3916, or via email at ed@berryriddell.com and she will be happy to provide you with information about the

proposal. You may also contact Ken Galica, Principal Planner with the City of Buckeye, at (623) 349-6214, or via email at kgalica@buckeyeaz.gov.

Sincerely,

Cassandra Ayres

Enclosures



Cipriani

Buckeye, Arizona

AERIAL VICINITY MAP

1200 600 0 1200

SCALE: 1" = 1200'

SCALE: 1"=1200' (36X48)

1966 MARCH 2022 NORTH

HILGARTWILSON

ENGINEER | PLAN | SURVEY | MANAGE

This plan is conceptual and subject to change through the planning and development process.

U:\1900\1966\1966.02 Arizona Land Consulting LLC\PLANNING\ENTITLEMENT\PAC\1st Submittal\FIGURES\1966 – AERIAL VICINITY MAP.dwg 3/10/2022 4:47 PM

Berry | Riddell LLC

Neighborhood Meeting - Cipriani

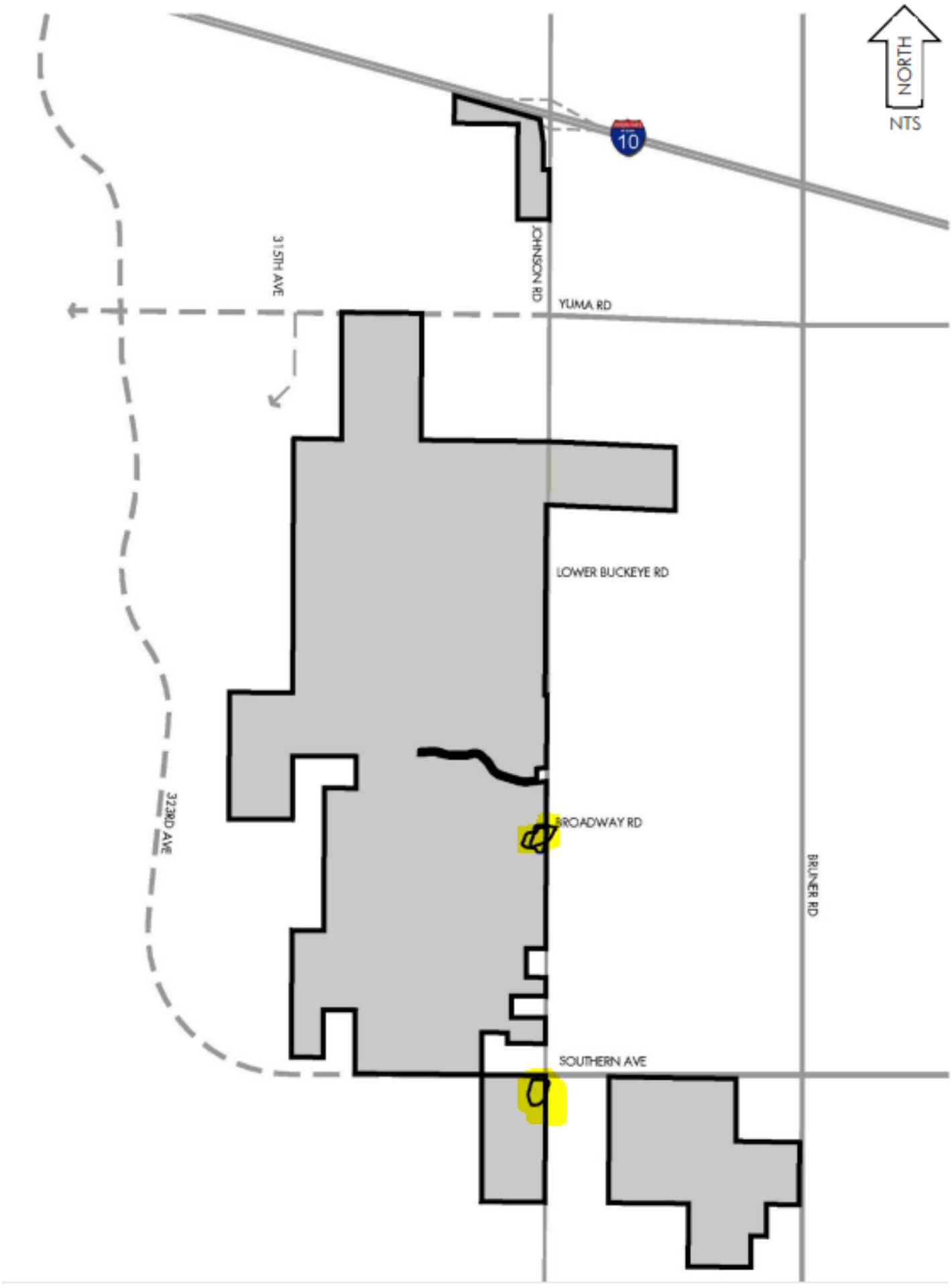
June 21, 2023

Sign-in Sheet

Print Name	Address	Phone	Email
EDDIE GUTZMAN	4281 Woodward RD. C.C. NV 8412	702 460 2791	EGUTZMAN@COX.NET
* RICARDO MONTENEGRO	31507 W. SOUTHERN AVE. 85326	818) 588-8671	rmontenegro85@YAHOO.com
* Jesus/Juan Hernandez	30850 W Southern Ave	602.5832568	JuanHernandez4712@Gmail.com
* WALTER ZALES	2220 W ST BONITA LN CASA GRANDE	5204211951	WZALES@COX.NET
* KATHY ZALES	1931 W. BONANZA LN Phx 85008	623-572-9749	PORTERAZ@Q.COM
Daniel J. Zales	1147 E. Barrus Dr Casa Grande AZ 85122	303 2881238	DZ1958.Outlook.Com
* Bryan Mota	21707 W Narramore rd	623 810 8622	motabryan380@gmail.com
Monica Duarte	16551 N. 151 CT. surprise AZ. 85374	623 203-5083	rmduarte@cox.net
Jack Helsten	8600 N 66th Place	480-749-3700	jhelsten@sandiego.edu

Exhibit C

Sign Posting


NORTH
NTS
10
315TH AVE
JOHNSON RD
YUMA RD
LOWER BUCKEYE RD
323RD AVE
BROADWAY RD
BRUNER RD
SOUTHERN AVE

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: FEBRUARY 13, 2024 at 6:00 P.M.
City Council: TBD
LOCATION OF HEARINGS: Buckeye City Council Chambers, 530 East Monroe Avenue, Buckeye, AZ 85326
REQUEST: Amendment to the Cipriani Community Master Plan to reconfigure future land uses on the site
PROPOSAL: Commercial and/or light industrial uses
GENERAL LOCATION: Irregularly shaped property roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north
SIZE: Approximately 2,091 acres
CASE #: PLZZ-23-00005
APPLICANT/ CONTACT: Cassandra Ayres/Berry Riddell, LLC
PHONE: 480-682-3916
DEVELOPMENT SERVICES DEPARTMENT
623-349-6211
Posting Date: 1/29/2024
Maps
January 29, 2024 at 8:52 AM
30701–30755 W South
Maricopa County
942

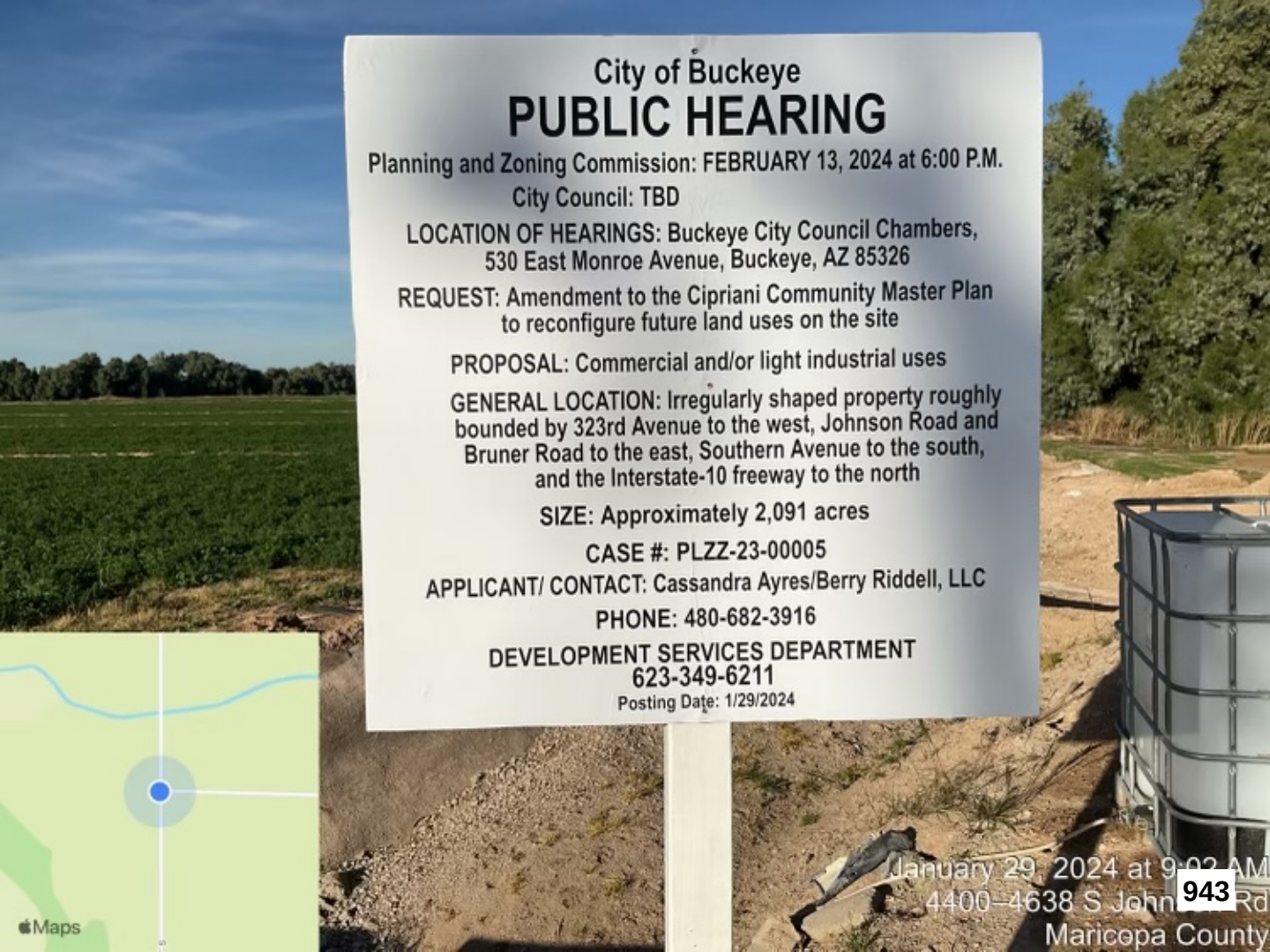

City of Buckeye
PUBLIC HEARING
Planning and Zoning Commission: FEBRUARY 13, 2024 at 6:00 P.M.
City Council: TBD
LOCATION OF HEARINGS: Buckeye City Council Chambers, 530 East Monroe Avenue, Buckeye, AZ 85326
REQUEST: Amendment to the Cipriani Community Master Plan to reconfigure future land uses on the site
PROPOSAL: Commercial and/or light industrial uses
GENERAL LOCATION: Irregularly shaped property roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north
SIZE: Approximately 2,091 acres
CASE #: PLZZ-23-00005
APPLICANT/ CONTACT: Cassandra Ayres/Berry Riddell, LLC
PHONE: 480-682-3916
DEVELOPMENT SERVICES DEPARTMENT
623-349-6211
Posting Date: 1/29/2024
Maps
January 29, 2024 at 9:02 AM
4400–4638 S John
Rd
Maricopa County
943

Exhibit D

Public Hearing Notification Letter

January 29, 2024

Dear Property Owner or Neighborhood Association Representative:

The purpose of this follow-up letter is to inform you that we have recently filed a request via Zoning Case Number PLZZ-23-00005 to amend the Cipriani Community Master Plan, an approximately 2,091-acre irregularly shaped site roughly bounded by 323rd Avenue to the west, Johnson Road and Bruner Road to the east, Southern Avenue to the south, and the Interstate-10 freeway to the north (the "Site"). The intent of the Amendment is to reconfigure future land uses on the Site, including elimination of residential uses and the expansion of commercial and/or light industrial uses. This letter is to inform you that a Planning and Zoning Commission hearing has been set to review our case.

The meeting details are as follows:

Planning Commission Hearing:	February 13, 2024, at 6:00 pm Buckeye City Council Chambers 530 E Monroe Avenue
City Council Hearing:	TBD. A follow-up letter will be sent to inform you of the City Council hearing date.

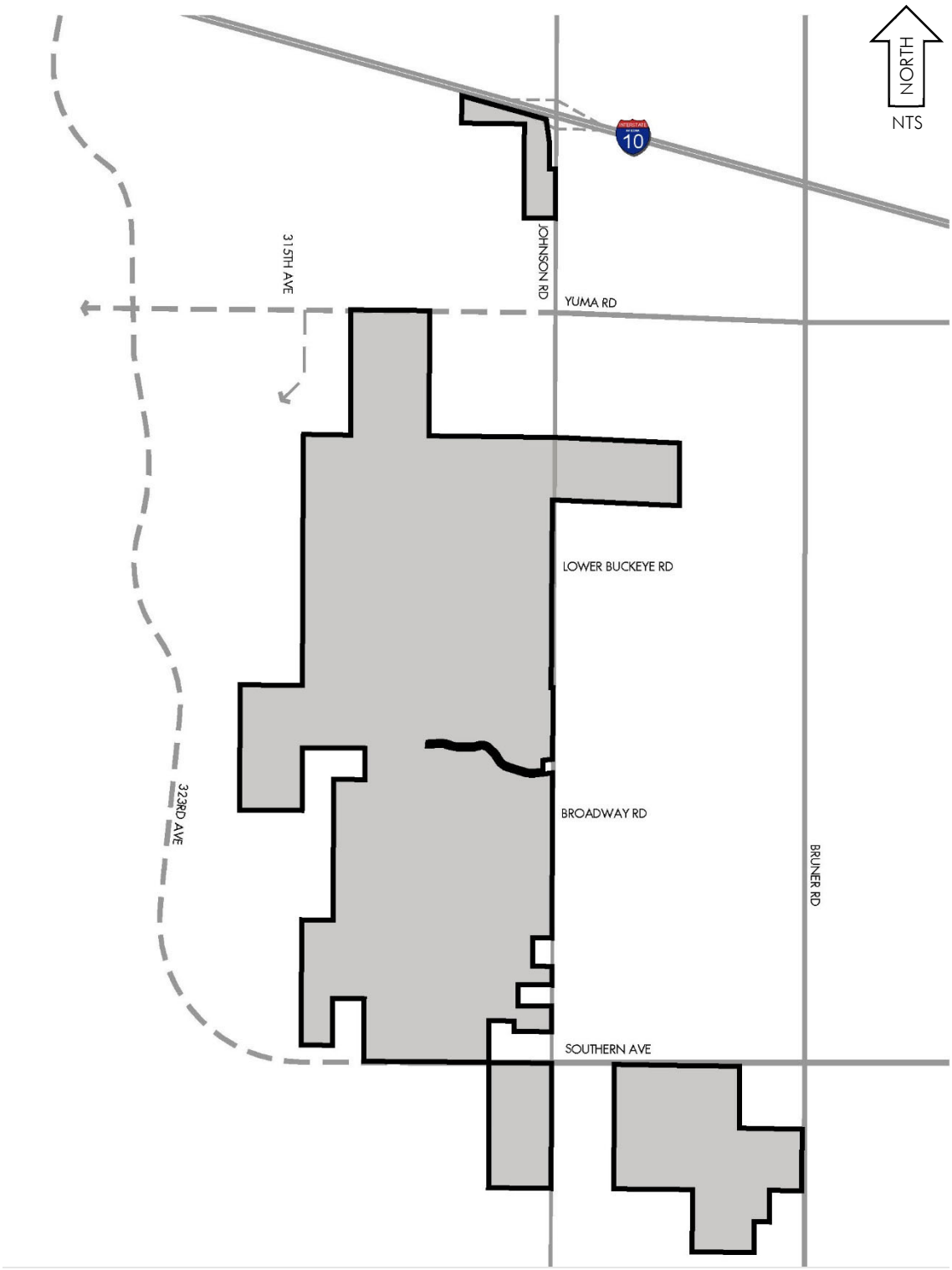
You are welcome to attend this hearing to learn about the case and make your opinions known. Please confirm the meeting details with the City of Buckeye Development Services Department before attending as they are subject to change. Hearing information may also be found on signs posted on the site. The City of Buckeye staff planner can answer your questions regarding the city hearing processes as well as the staff position once their report is complete. If you have questions for our staff planner, Ken Galica, he can be reached at (623) 349-6214 or kgalica@buckeyeaz.gov. You are also urged to contact me or one of my staff at (480) 682-3916 or ed@berryriddell.com to learn more about the case and provide input.

Again, I would be happy to answer any questions or hear any concerns that you may have regarding this proposal. You may reach me at (480) 682-3916 or ed@berryriddell.com.

Sincerely,

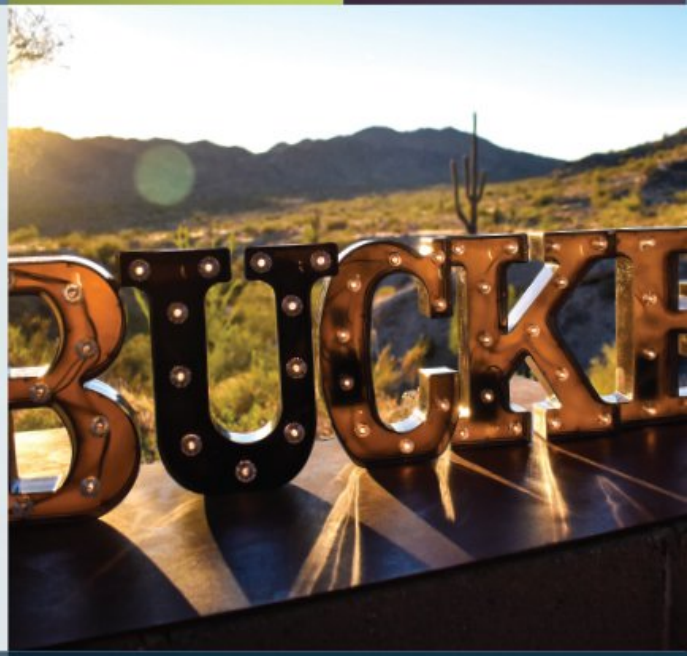
Cassandra Ayres

FIGURE 1.1 - PROPERTY

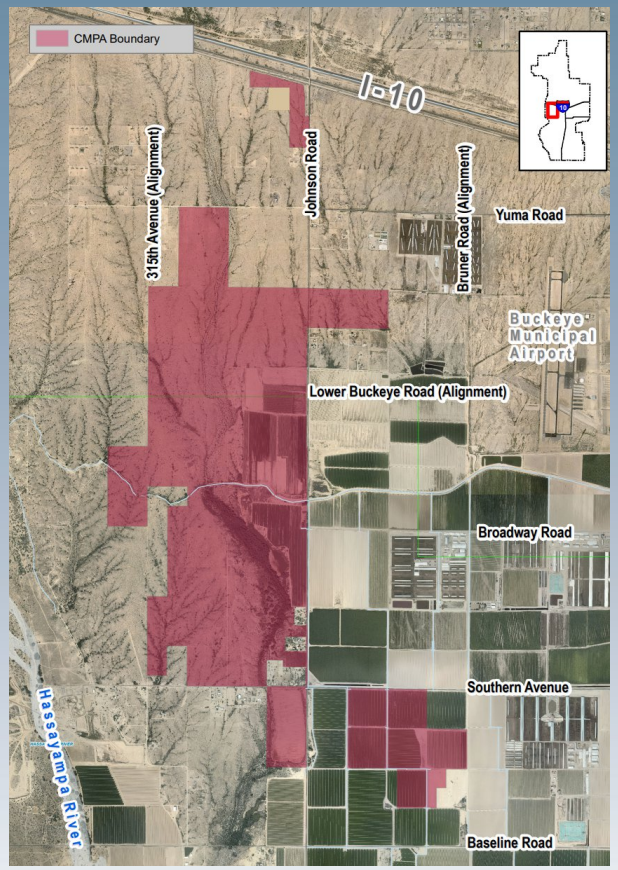


Buckeye Tech Corridor
(formerly Cipriani)
Major CMP Amendment and Development Agreement

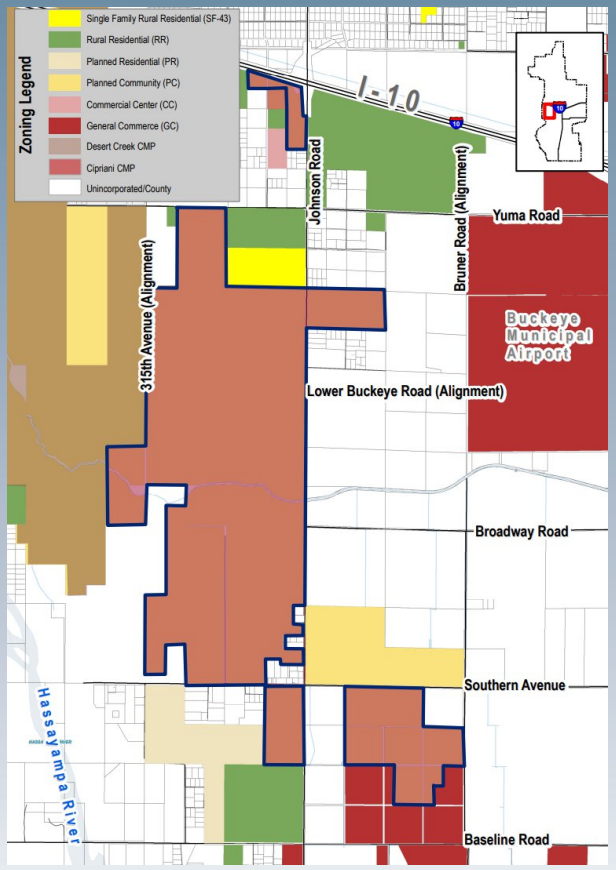
City Council
March 19, 2024
Case PLZZ-23-00005



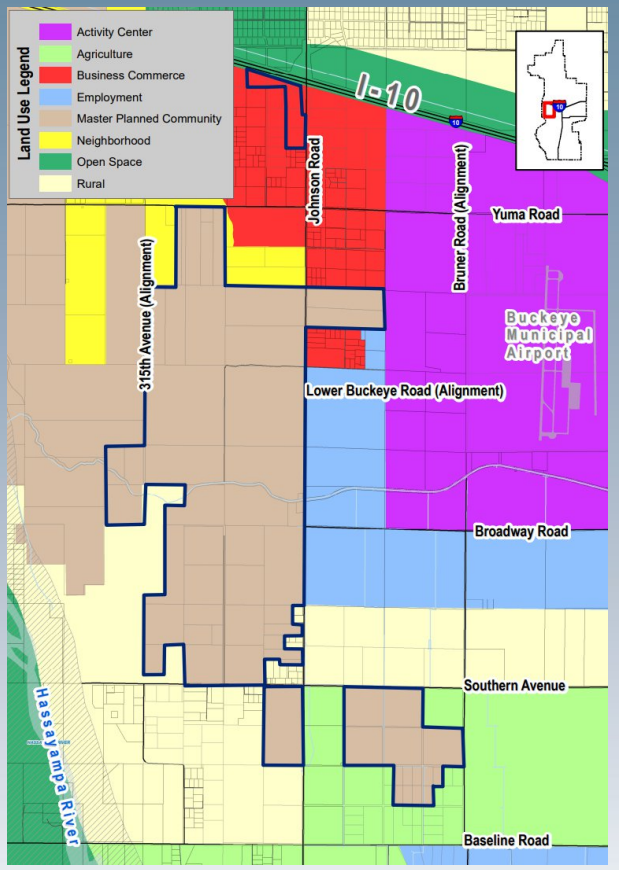
BUCKEYE, AZ
buckeyeaz.gov



Aerial



Zoning Map

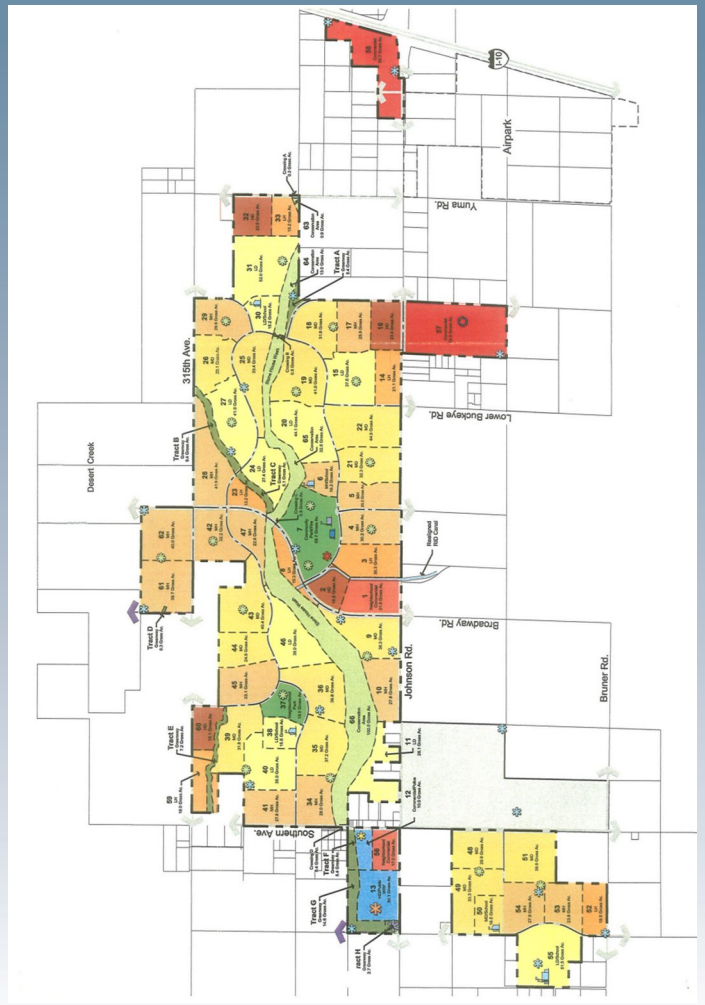


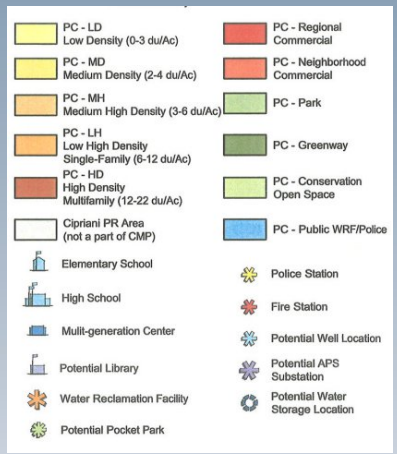
General Plan LU Map

N

Existing Cipriani CMP

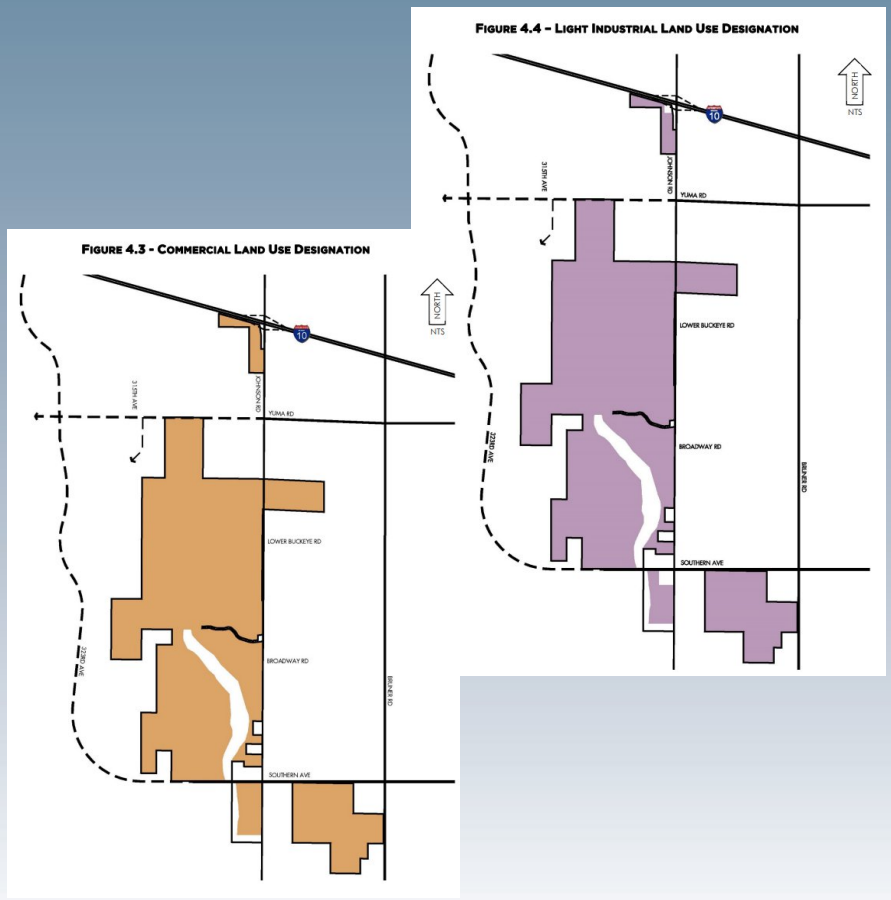
- Approved in 2008
- 2,091 acres
- Traditional residentially-focused master planned community
  - 9,706 residences (single-family and multi-family)
  - 188.6 acres of supporting commercial
  - 276.7 acres of open space (15 percent)
  - Five school sites
  - Fire station site
  - Police station site





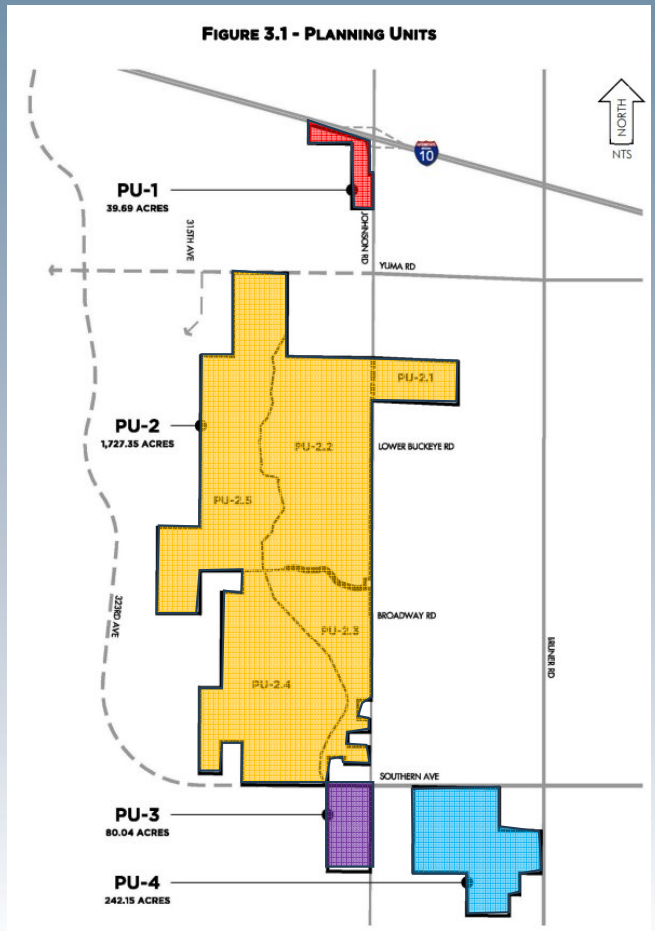
Proposed Buckeye Tech Corridor CMP

- Entirely re-envisioned as a technology-centric light industrial and commercial campus
  - Flexibility to provide either category in most locations
- Residential uses (and corresponding school sites) eliminated
- Wash corridors preserved as natural open space
- Requirements for public facilities (police, fire, public works) to be included in development agreement



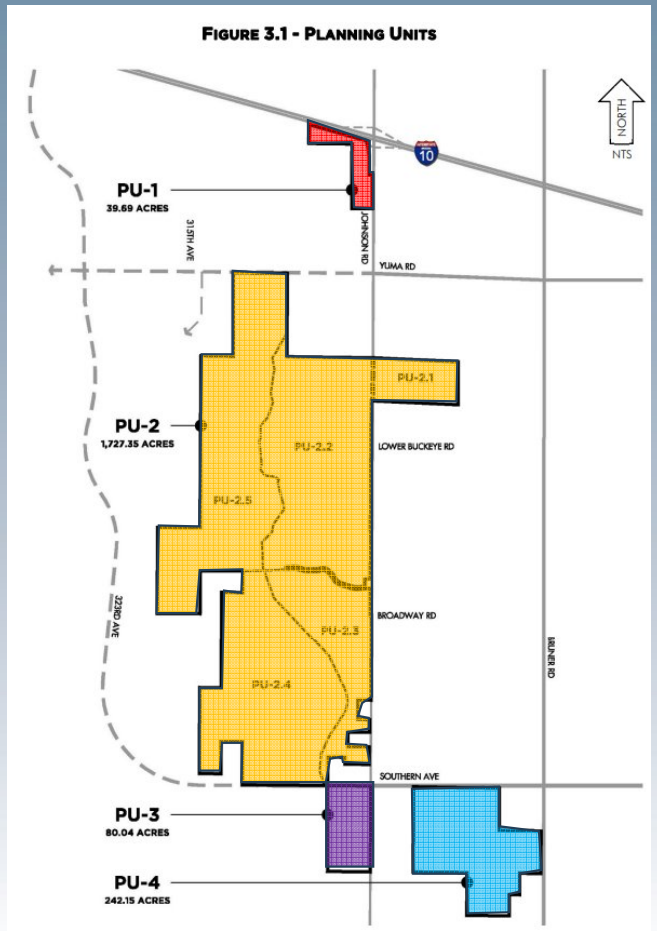
Proposed Buckeye Tech Corridor CMP

- Divided into four planning units (PUs):
  - Unit 1:
    - Approximately 39.7 acres
    - 10 acres of commercial-only
    - Remainder 29.7 acres to be either/both commercial and/or light industrial
  - Unit 2:
    - Approximately 1,727.4 acres
    - Anticipated that PU-2 will develop as a regional data center campus; in the event it does not, the full area of PU-2 may be either/both commercial and/or light industrial
    - Stoneman Wash preserved as naturalized open space



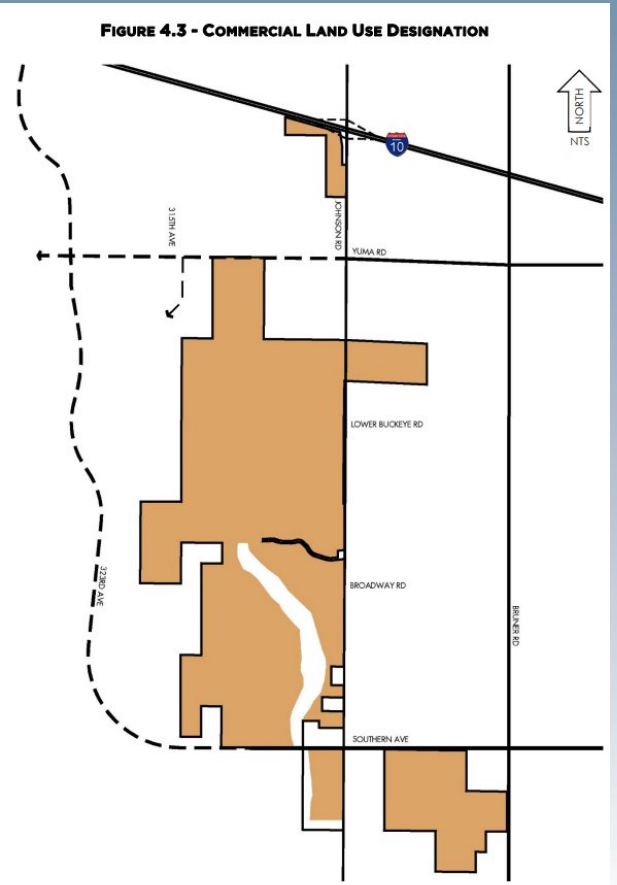
Proposed Buckeye Tech Corridor CMP

- Divided into four planning units (PUs):
  - Unit 3
    - Approximately 80 acres
    - To be either/both commercial and/or light industrial
  - Unit 4
    - Approximately 242.2 acres
    - 10 acres commercial only
    - Remaining 232.2 acres either/both commercial and/or light industrial



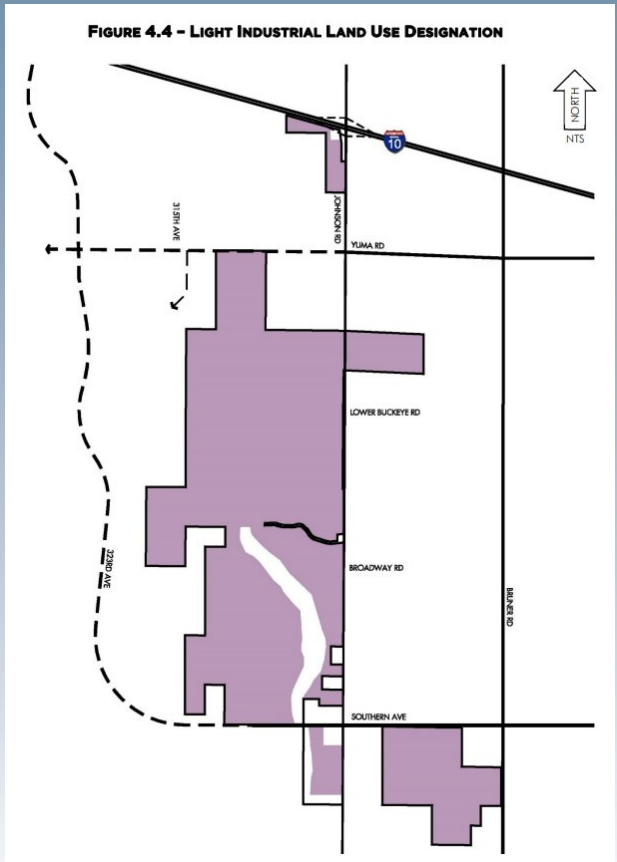
Proposed Buckeye Tech Corridor CMP

- Commercial Land Use Category
  - Based upon City's C-2 (Community Commercial) zoning district
  - Development standards consistent with C-2 district; sole modification with regard to lot coverage
  - Uses consistent with C-2 district, except that uses not consistent with a technology campus (for example nursing homes and cemeteries) have been eliminated from consideration
  - Additional siting and design criteria included for uses that are less aesthetically pleasing when adjacent to streets and freeways



Proposed Buckeye Tech Corridor CMP

- Light Industrial Land Use Category
  - Based upon City's I-1 (Light Industrial) zoning district
  - Modifications to I-1 development standards:
    - Elimination of maximum lot coverage
    - Eight percent increase in maximum building height (120' permitted, 145' proposed)
    - Creation of data-center specific parking standard
  - Light industrial uses consistent with I-1 district; lower intensity, fully enclosed, with no anticipated noise, light, or odor impacts
  - Limited commercial uses that would serve employees are also permitted

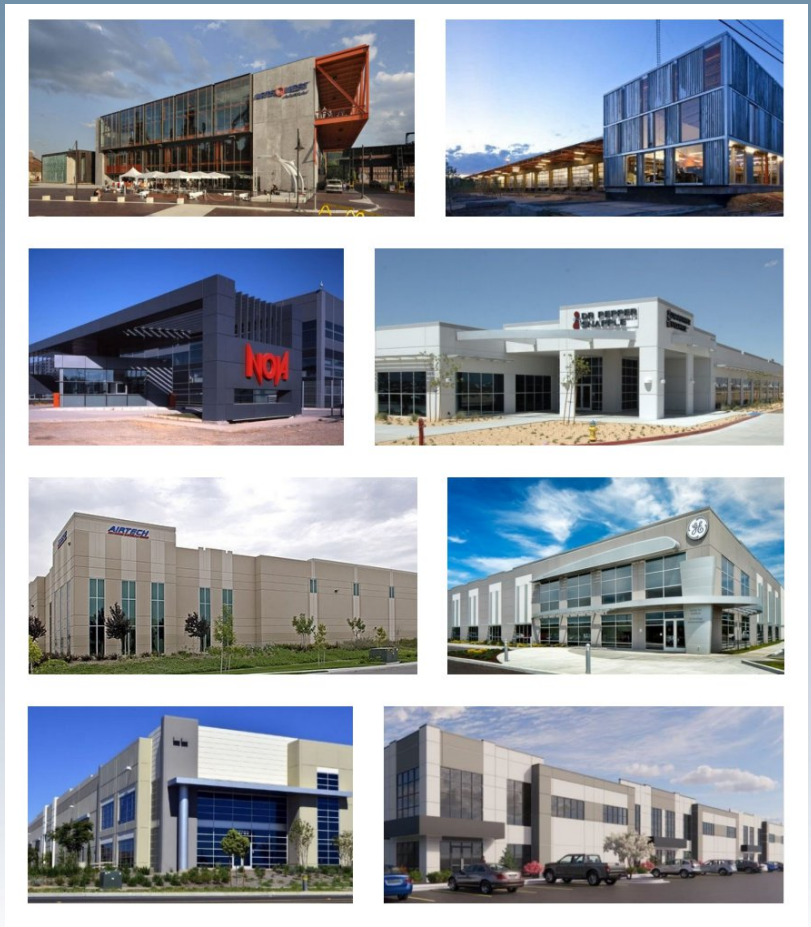


Proposed Buckeye Tech Corridor CMP

- Open Space Land Use Category
  - No comparable zoning district
  - Standards and uses aimed at preserving natural open spaces; limited government facilities and recreational uses also permitted in this category

Proposed Buckeye Tech Corridor CMP

- Architectural design criteria to ensure high quality, complementary architecture across entirety of project; each building to carry through two “character elements” from an adjacent building
- Screening and full buffering of service areas required
- Continuity of regional trails systems will be maintained; alignments may shift as trails run through project
- Landscape and open space requirements comparable to Buckeye Development Code



Proposed Buckeye Tech Corridor CMP

- Developer to construct half-streets abutting the boundary of the project, except that City may support removing developer's responsibility to construct 315th Avenue on the west edge of the site if not needed for this project (condition "t")
- Developer to construct any streets (public or private) internal to the site; location/classification to be determined during Planned Unit Plan review
- Developer to construct additional street improvements beyond site boundary if traffic impact analysis identifies such improvements as necessary to provide safe and orderly access to the property

Proposed Buckeye Tech Corridor CMP

- Project is within Buckeye's Water and Wastewater Service Areas
  - Future new City water campus and wastewater treatment facility is anticipated in this portion of Buckeye
  - Interim water and sewer solutions (e.g. use of private wells and septic) will be considered to allow development before City facilities in the area are online; development would be required to convert to the permanent facilities when they are completed

Proposed Buckeye Tech Corridor Development Agreement

- Dedication, design, and construction obligations related to construction of public infrastructure both internal and external to the project, such as streets, water infrastructure, and sewer infrastructure.
- Design and construction obligations pertaining to the installation of a new freeway interchange at I-10 and Johnson Road.
- Dedication, design, and construction obligations related to up to two combined police and fire stations within the CMP boundary.
- Dedication, design, and construction obligations related to a walled Public Works satellite yard within the CMP boundary.

Analysis

- Consistent with General Plan and underlying zoning
- Development is not expected to generate sound, light, dust or odor impacts on surrounding properties
- Proposed commercial and light industrial uses are more appropriate than a residential master plan in the vicinity of the nearby Buckeye Airport; modified runway configuration could result in direct overflight of portions of this property
- Proposed standard and use modifications are supported; development will be of high quality and attractive from adjacent streets
- Development will have a positive impact on City revenue generation used to fund city services

Analysis

- Depending upon specific uses that develop, traffic generation may be very low
- Proposed commercial and light industrial uses will result in lower water and sewer demand; data centers limited to air-cooled (electric) or closed loop cooling systems
- Planning & Zoning Commission to review Planned Unit Plans (PUPs) for minimum 160-acre segments of site; site plans within an approved PUP will be administrative approvals
- Approval of development agreement is in the best interests of the City
- No outstanding issues for reviewing departments

Public Participation

- Neighborhood Meeting: June 21, 2023 at Buckeye Valley Chamber of Commerce
- Applicant was contacted by two property owners seeking additional information about the project; no concern or objection was noted
- Staff was contacted by one property owner who expressed support for the project
- Planning and Zoning Commission recommended approval, 7-0, on February 13th; no speakers during public hearing
- All required notices completed in accordance with requirements

Recommendation

Buckeye Tech Corridor CMPA and DA - PLZZ-23-00005

Conduct a public hearing and APPROVE subject to conditions (a) through (ee)

WHEN RECORDED, RETURN TO:

City of Buckeye
ATTN: City Clerk, Lucinda J. Aja
530 East Monroe Avenue
Buckeye, Arizona 85326

ORDINANCE NO. 08-24

AN ORDINANCE OF THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA, TERMINATING THE DEVELOPMENT AGREEMENT DATED SEPTEMBER 2, 2008 FOR THE DEVELOPMENT OF THE CIPRIANI COMMUNITY MASTER PLAN ON APPROXIMATELY 2106 ACRES OF LAND GENERALLY LOCATED SOUTH OF I-10 ALONG JOHNSON ROAD; APPROVING THE BUCKEYE TECH CORRIDOR (FORMERLY "CIPRIANI") MAJOR COMMUNITY MASTER PLAN AMENDMENT AS DESCRIBED IN CASE NUMBER PLZZ-23-0005 AND THE DEVELOPMENT AGREEMENT BETWEEN THE CITY OF BUCKEYE AND CIPRIANI LAND HOLDINGS, LLC; AUTHORIZING THE MAYOR TO SIGN ALL DOCUMENTS NECESSARY TO CARRY OUT THE INTENT OF THIS ORDINANCE; AND, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES AND SEVERABILITY.

WHEREAS, by and through Ordinance No. 65-08 the Mayor and Council of the City of Buckeye, Arizona ("City") previously approved the development of a master planned community on land generally located south of the Interstate 10 along Johnson Road as legally described on **Exhibit A** and depicted on **Exhibit B** ("Subject Property") attached hereto and incorporated herein; and,

WHEREAS, the Cipriani Community Master Plan (comprised of a project narrative; land use; circulation and infrastructure plan; list of permitted uses; recreational amenities and design themes; development standards and review procedures along with supporting technical studies and other elements) was adopted as part of a Development Agreement dated September 2, 2008, which was recorded in the Official Records of the Maricopa County Recorder on September 12, 2008 at Instrument number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678; and,

WHEREAS, the owners of the properties bound by the Development Agreement and the Cipriani Community Master Plan desire to terminate the Development Agreement and the development obligations of the Community Master Plan; and,

WHEREAS, the termination of the Development Agreement will enhance the health, safety, and welfare of the community, further City goals related to job creation and economic

development, and at the same time is in harmony with the purposes and intent of the City's Development Code and the Imagine Buckeye General Plan 2040; and,

WHEREAS, the City does not object to the termination of the Development Agreement and the release of the rights, duties and obligations of the Cipriani Community Master Plan; and,

WHEREAS, the City is authorized by Ariz. Rev. Stat. § 9-500.05 to enter into development agreements; and,

WHEREAS, the proposed Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor, Case No. PLZZ-23-0005, applies to approximately 2,091 acres of real property legally described in **Exhibit C**, and depicted in **Exhibit D**, both of which are attached hereto; and,

WHEREAS, the proposed Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor, Case No. PLZZ-23-0005, was properly noticed for public hearings, and the necessary hearings were conducted on February 13, 2024 and March 19, 2024; and,

WHEREAS, the proposed Amendment will enhance the welfare of the community by providing land use options that are compatible with the nearby Buckeye Municipal Airport and contributing to the City's economic well-being, and will not depreciate surrounding property values, and is in harmony with the purposes and intent of the City Development Code and the General Plan; and,

WHEREAS, the City of Buckeye Planning & Zoning Commission held a public hearing on February 13, 2024, and recommended approval of this Community Master Plan Amendment.

NOW THEREFORE BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF BUCKEYE, ARIZONA:

Section 1. The recitals set forth above are incorporated as if fully set forth herein.

Section 2. The Development Agreement dated September 2, 2008 and recorded in the Official Records of the Maricopa County recorder on September 12, 2008 at Instrument number 2008-0793673, and re-recorded on October 2, 2008, at Instrument Number 2008-0855678 is terminated and the Subject Property is released from all outstanding obligations and liabilities arising thereunder or in connection therewith.

Section 3. The Amendment to the Cipriani Community Master Plan for the development known as the Buckeye Tech Corridor set forth in Case PLZZ-23-0005, is hereby approved, subject to the conditions of approval attached hereto as **Exhibit E**, incorporated herein by this express reference.

Section 4. The Buckeye Tech Corridor Development Agreement dated March 19, 2024 between the City of Buckeye, an Arizona municipal corporation and Cipriani Land Holdings,

LLC, an Arizona limited liability company, is hereby approved in substantially the form and substance on file with the City Clerk.

Section 5. The Mayor is authorized to execute the Notice of Termination and Release of Development Agreement and the Development Agreement dated March 19, 2024 between the City and Cipriani Land Holdings, LLC, in order to effectuate the intent of this Ordinance.

Section 6. All ordinances and parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed.

Section 7. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions thereof.

PASSED AND ADOPTED by the Mayor and Council of the City of Buckeye, Arizona, this 19th day of March, 2024.

_____
Eric W. Orsborn, Mayor

ATTEST:

_____
Lucinda J. Aja, City Clerk

APPROVED AS TO FORM:

_____
K. Scott McCoy, City Attorney

EXHIBIT A
TO
ORDINANCE 08-24

[Legal Description]

SEE FOLLOWING PAGES

EXHIBIT "A"
CIPRIANI
DEVELOPMENT AGREEMENT LEGAL DESCRIPTION

PARCEL 1:
The Northeast quarter of the Northeast quarter of the Southeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 2:
The East half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 3:
The West half of the West half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 4:
The East half of the Southwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCELS 5 THROUGH 11 INCLUSIVE:
INTENTIONALLY OMITTED (ALL OF SECTION 30 PARCELS INTENTIONALLY OMITTED)

PARCEL 12:
The Northwest quarter of the Northeast quarter and the Northeast quarter of the Northwest quarter of Section 31, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 13:
Lots 1 through 24, inclusive in Block 3 of ROOSEVELT CITRUS ACRES UNIT TWO, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 14:
The West 1188.00 feet of the West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the West 990 feet thereof.

PARCEL 15:
Parcel A:
The East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 825 feet thereof.

Parcel B:
The West half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Except the West 1188 feet thereof.

PARCEL 16:
Parcel A:
The North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
The West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 528 feet of the West 412.5 feet of the East 825 feet of the East half of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel C:
The East 412.5 feet of the Northwest quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 17:
The South half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof

PARCEL 18:
The Northeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 19:
The Northwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Also known as Parcel 7 as shown on Results of Survey of West Buckeye-320 Amended and recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona.

PARCEL 20:
The Southwest quarter of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 21:
The Northwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 22:
The Southwest quarter of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 23:
The Southeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 24:
The Southeast quarter of the Northwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 25:
Parcel A:
The Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the North 659.66 feet; and

EXCEPT the East 359.99 feet;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

Parcel B:
The North 659.66 feet of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

Being a portion of Parcel 2 of WEST BUCKEYE-320 AMENDED, RESULTS OF SURVEY recorded as Book 208 of Maps, page 13, Maricopa County Records.

PARCEL 26:
Parcel A:
The South 220.00 feet of the East 759.00 feet of that part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet North of the Southeast corner of said Section 25, said point being identical with the Northeast corner of premises conveyed to Antoinette M. Costanzo, et al, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317, Maricopa County Records;

THENCE West along the North line of said Costanzo property and along a line of premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792 feet, more or less, to a corner of said Thomas property;

THENCE North, along a line of said Thomas property and parallel to the East line of said Section 25, 220.00 feet, more or less, to the most Northerly line of said Thomas property;

THENCE West, along the Northern line of said Thomas property described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel with the South line of said Section 25, 528 feet, more or less, to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North, along said West line, 319.00 feet;

THENCE East and parallel with the South line of said Section 25, 1320 feet, more or less, to a point on the East line of said Section 25;

THENCE South, along the East line of said Section 25, 990 feet, more or less, to the POINT OF BEGINNING.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 25, said point being 660.00 feet Northerly of the Southeast corner of said Section 25, and said beginning point being identical with the Northeast corner of the premises conveyed to Antoinette M. Costanzo, described as Parcel No. 1 in Deed recorded in Docket 3021, page 317,Maricopa County Records;

THENCE West, along the North line of said Constanzo property and along a line of the premises conveyed to R.E. Thomas by Deed recorded in Docket 2818, page 29, Maricopa County Records, 792.00 feet to a corner of said Thomas premises;

THENCE North 00 degrees 17 minutes 02 seconds West, along a line of said Thomas premises and parallel to the East line of said Section 25, 220.00 feet to the most Northerly line of said Thomas premises;

THENCE West, along the Northern line of said Thomas premises described as Parcel No.2 in Deed recorded in Docket 3021, page 317, Maricopa County Records, and parallel to the South line of said Section 25, 526.64 feet to a point on the West line of the East half of the Southeast quarter of said Section 25;

THENCE North 00 degrees 18 minutes 52 seconds West, along said West line, 319.00 feet;

THENCE East, parallel with the South line of said Section 25, 1318.00 feet to a point on the East line of said Section 25;

THENCE South 00 degrees 17 minutes 02 seconds East, along the East line of said Section 25, 539.00 feet to the POINT OF BEGINNING;

EXCEPT the South 220.00 feet of the East 759.00 feet, thereof.

PARCEL 27:
Parcel A:
The Northwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel B:
The Southeast quarter of the Southwest quarter of the Southwest quarter; and the Southeast quarter of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in Patent to said land from the United States of America.

Parcel C:
The East half of the West half of the Northwest quarter; the Northwest quarter of the Southwest quarter; the Northwest quarter of the Southwest quarter of the Southwest quarter; the South half of the Southwest quarter of the Southwest quarter of the Northwest quarter; and the North half of the Southwest quarter of the Southwest quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT all minerals, oil, gas and geothermal resources as reserved in the Patent to said land from the United States of America.

Parcel D:
The North half of the Southwest quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel E:
The East half of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 28:
Parcel A:
That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of the Roosevelt Irrigation District Canal, more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes, 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East, a distance of 838.46 feet to the POINT OF BEGINNING.

EXCEPT any portion lying within the following described property:

That part of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, distant 838.46 feet North 00 degrees 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation District Canal;

THENCE South 00 degrees 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel B:
That portion of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, lying South of Roosevelt Irrigation District Canal.

EXCEPT that portion more particularly described as follows:

BEGINNING at the Southeast corner of said Section 24;

THENCE along the South line of said Section 24, North 89 degrees 36 minutes, 15 seconds West, a distance of 541.04 feet;

THENCE North 00 degrees 13 minutes 00 seconds West, a distance of 771.81 feet to a point on the extension of the Southerly line of an 80 foot right of way of the Roosevelt Irrigation District Canal, as called for in that certain deed recorded in Docket 8955, page 111, records of Maricopa County, Arizona;

THENCE along said Southerly right of way line, North 83 degrees 10 minutes 00 seconds East, a distance of 544.66 feet to the East line of said Section 24;

THENCE along the East line of Section 24, South 00 degrees 13 minutes 00 seconds East a distance of 838.46 feet to the POINT OF BEGINNING.

Parcel C:
That portion of the Southeast quarter of the Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

BEGINNING at a point on the East line of said Section 24, a distance of 838.46 feet North 00 degrees, 13 minutes West (bearing assumed) from the Southeast corner of said Section, said point being on the Southerly line of 80 foot right of way of the Roosevelt Irrigation district Canal;

THENCE South 00 degrees, 13 minutes East, 360 feet along said Section line;

THENCE South 83 degrees, 10 minutes West, 275.3 feet;

THENCE North 00 degrees 13 minutes West, 360 feet to the Southerly line of said right of way of said canal;

THENCE North 83 degrees 10 minutes East, 275.3 feet to the POINT OF BEGINNING.

Parcel D:
The East half of the Northeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 29:
The Northeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT any portion lying within the following described tract of land:

BEGINNING at a point on the East line of the said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 1320.50 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 41 minutes 04 seconds West along the North line of said Northeast quarter of the Southeast quarter of the Northeast quarter, a distance of 187.87 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 347.35 feet;

THENCE South 00 degrees 14 minutes 24 seconds East 316.72 feet to a point on the South line of said Northeast quarter of the Southeast quarter of the Northeast quarter;

THENCE South 89 degrees 42 minutes 21 seconds East along said South line, a distance of 140.01 feet to a point on the aforesaid East line of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East line a distance of 660.24 feet to the POINT OF BEGINNING.

PARCEL 30:
Parcel A:
The Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, which lies within the following described tract of land:

BEGINNING at a point on the East line of said Section 12, which point bears South 00 degrees 14 minutes 24 seconds East 660.25 feet from the Northeast corner of said Section 12;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northeast quarter of the Northeast quarter, a distance of 496.89;

THENCE South 21 degrees 31 minutes 25 seconds West 111.28 feet;

THENCE South 76 degrees 35 minutes 55 seconds West 96.65 feet;

THENCE North 74 degrees 58 minutes 59 seconds West 30.41 feet to a point on the West line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 00 degrees 13 minutes 55 seconds East along said West line, a distance of 319.26 feet;

THENCE South 74 degrees 58 minutes 49 seconds East 476.42 feet;

THENCE South 08 degrees 09 minutes 36 seconds East 102.41 feet to a point on the South line of said Southeast quarter of the Northeast quarter of the Northeast quarter;

THENCE South 89 degrees 41 minutes 04 seconds East along said South line, a distance of 187.87 feet to a point on the aforesaid East Section line;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 660.25 feet to the POINT OF BEGINNING; and

EXCEPT that portion of the Southeast quarter of the Northeast quarter of the Northeast quarter of Section 12, lying Northerly and Westerly of the existing Northwesterly right of way line of Interstate 10 (Ehrenberg-Phoenix Highway) on December 4, 1972.

Parcel B:
The Southeast quarter of the Southeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT BEGINNING at a point on the East line of said Section 12, which point bears North 00 degrees 14 minutes 24 seconds West 378.27 feet from the East quarter corner of said Section 12;

THENCE North 00 degrees 14 minutes 24 seconds West along said East Section line, a distance of 281.97 feet;

THENCE North 89 degrees 42 minutes 21 seconds West along the North line of said Southeast quarter of the Southeast quarter of the Northeast quarter, a distance of 140.01 feet;

THENCE South 00 degrees 14 minutes 24 seconds East, 283.28 feet;

THENCE North 89 degrees 45 minutes 35 seconds East 140.00 feet to the POINT OF BEGINNING.

PARCEL 31:
The Southwest quarter of the Northeast quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT that portion of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12, which lies within the following described tract of land:

BEGINNING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the POINT OF BEGINNING; and

EXCEPT that portion lying Northerly of the following described Parcel:

BEGINNING at a point on the North-South mid section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East, 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 49 seconds East, 1371.27 feet to the West line of said Southwest quarter of the Northeast quarter of the Northeast quarter and the TRUE POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.72 feet to a point on the East line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 55 seconds West along said East line, a distance of 319.26 feet;

THENCE North 74 degrees 58 minutes 49 seconds West, 469.51 feet to a point on the North line of said Southwest quarter of the Northeast quarter of the Northeast quarter;

THENCE North 89 degrees 39 minutes 48 seconds West along said North line, a distance of 208.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 13 minutes 25 seconds East along the aforesaid West line, a distance of 264.44 feet to the TRUE POINT OF BEGINNING.

PARCEL 32:
The Northwest quarter of the Southeast quarter of the Northeast quarter of Section12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 33:
Parcel A:
The South half of Lot 3 and the South half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base
and Meridian, Maricopa County, Arizona.

Parcel B:
The North half of Lot 3 and the North half of the Northeast quarter of the Southwest quarter of Section 18, Township 1 North, Range 4 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 34:
Parcel A:
The Northeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT the East 40 feet thereof.

Parcel B:
The Southeast quarter of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona; lying North of the Roosevelt Irrigation District Canal;

EXCEPT that certain parcel conveyed the Roosevelt Irrigation District by Deed recorded in Book 311 of Deeds, page 80, records of Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of Section 24, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, said point being on the North right of way line of the main Canal of the Roosevelt Irrigation District and said right of way line being 40 feet North from the center line of said main canal;

THENCE East 210 feet to a point on the East line of said Section 24;

THENCE South a distance of 210 feet to the POINT OF BEGINNING.

PARCEL 35:
The North half of the East half of the East half of Section 36, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 36:
The North half of the Southeast quarter of Section 13, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County Arizona consisting of tax parcel number 504-31-003C.

PARCEL 37:
Parcel A:
The West 913 feet of the East 1320 feet of the North 600 feet of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

Parcel B:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, described as follows:

BEGINNING 600 feet South of the Northeast corner of the East half of the Southeast quarter of said Section 25;

THENCE South 390 feet;

THENCE West 1320 feet;

THENCE North 390 feet;

THENCE East 1320 feet to the POINT OF BEGINNING.

Parcel C:
That part of the East half of the Southeast quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, more particularly described as follows:

BEGINNING at a point on the East line of said Section 25, which point is 1199 feet North of the Southeast corner of Section 25;

THENCE West, parallel with the South line of said Section 25, a distance of 1320feet, more or less, to the West line of the East half of the Southeast quarter of said Section 25;

THENCE North along said West line, a distance of 451 feet;

THENCE East, parallel with the South line of said Section 25, a distance of 1320 feet, more or less, to the East line of said Section 25;

THENCE South along the East line of said Section 25, a distance of 451 feet, more or less, to the POINT OF BEGINNING;

EXCEPT the East 710 feet thereof.

PARCEL 38:
The West half of the Northeast quarter of the Southeast quarter of Section 23, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

PARCEL 39:
That portion of the Northeast quarter of the Southwest quarter of Section 25, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, being a portion of Parcel 2, West Buckeye-320 Amended, Results of Survey recorded in Book 208 of Maps, page 13, described as follows:

The East 359.99 feet of said Parcel 2, WEST BUCKEYE-320 AMENDED, as recorded in Book 208 of Maps, page 13, records of Maricopa County, Arizona;

EXCEPT the North 659.66 feet.

PARCEL 40:
Lots 42, 43, 44, 49, and 50 Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 41:
Lots 46, 47, 48 and 53, Block 3, ROOSEVELT CITRUS ACRES UNIT 2, according to Book 19 of Maps, page 31, records of Maricopa County, Arizona.

PARCEL 42:
The Southeast quarter of the Northwest quarter of the Northeast quarter of Section 12, Township 1 North, Range 5 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona;

EXCEPT COMMENCING at a point on the North-South mid-section line of said Section 12, which point bears South 00 degrees 12 minutes 25 seconds East 578.08 feet from the North quarter corner of said Section 12;

THENCE South 74 degrees 58 minutes 59 seconds East, 685.61 feet to the West line of said Southeast quarter of the Northwest quarter of the Northeast quarter and the POINT OF BEGINNING;

THENCE continuing South 74 degrees 58 minutes 49 seconds East, 685.66 feet to a point on the East line of said Southeast quarter of the Northwest quarter of the Northeast quarter;

THENCE North 00 degrees 13 minutes 25 seconds West along said East line, a distance of 264.44 feet to the Northeast corner thereof;

THENCE North 89 degrees 39 minutes 48 seconds West along the North line of said Southeast quarter of the Northwest quarter of the Northeast quarter, a distance of 661.56 feet to the Northwest corner thereof;

THENCE South 00 degrees 12 minutes 55 seconds East along the aforesaid West line, a distance of 90.64 feet to the POINT OF BEGINNING.

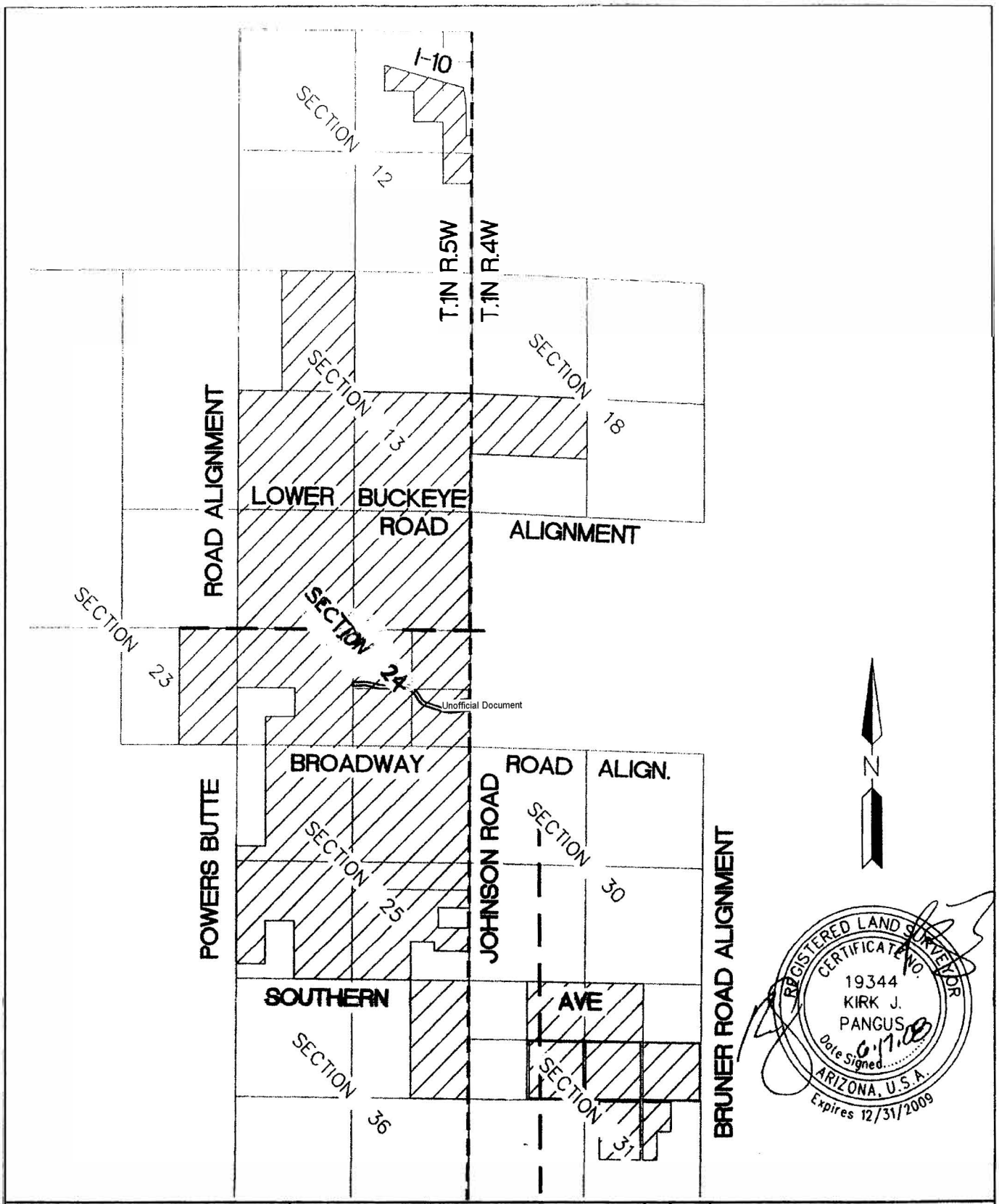
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any other land division restrictions.

Prepared by: CMX
7740 N. 16th Street, Suite 100
Phoenix, AZ 85020
Project No. 6984
June 17, 2008

EXHIBIT B
TO
ORDINANCE 08-24

[Property Depiction]

SEE FOLLOWING PAGE



CMX PROJ.	6984.02
DATE:	06/17/08
SCALE:	N.T.S.
DRAWN BY:	MC
CHECKED BY:	KJP

CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

EXHIBIT 'B' SHEET 1 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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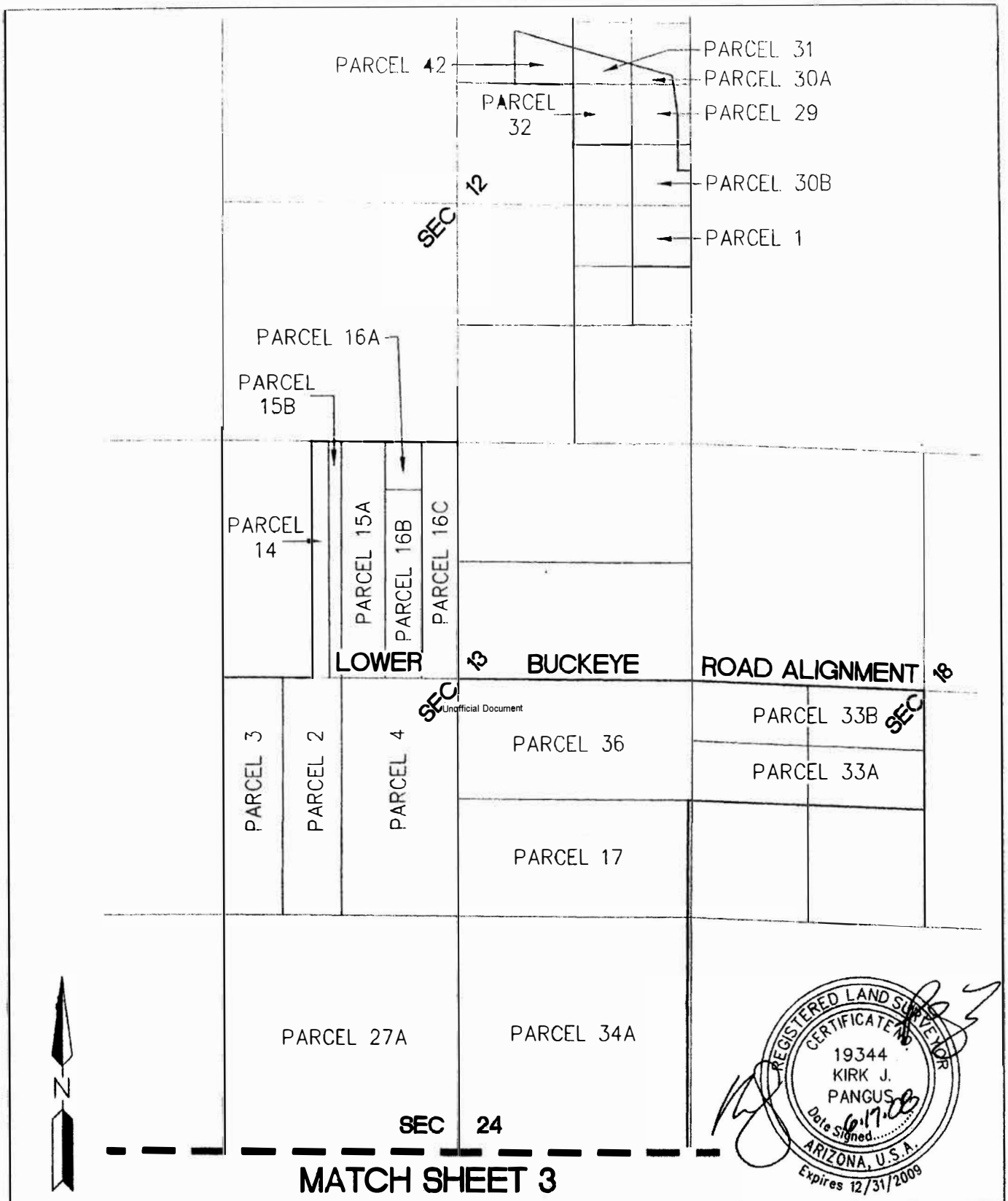

Unofficial Document

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 6.17.08
ARIZONA, U.S.A.
Expires 12/31/2009

CMX PROJ.	6984.02
DATE:	06/17/08
SCALE:	N.T. S.
DRAWN BY:	MC
CHECKED BY:	KJP

CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

EXHIBIT 'B' SHEET 2 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
PH (602) 567-1900 FAX (602) 567-1901

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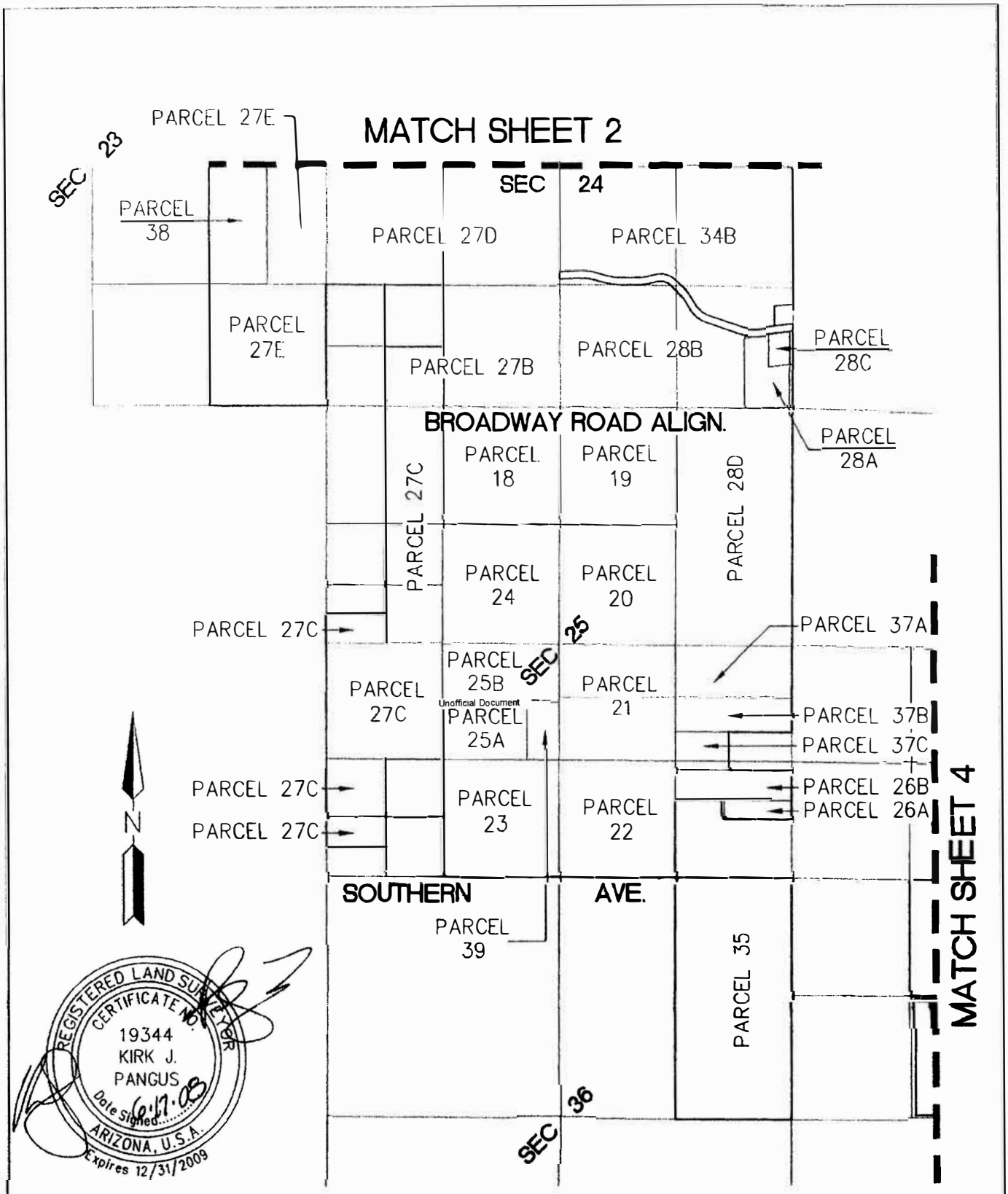

Unofficial Document

CMX PROJ.	6984.02
DATE:	06/17/08
SCALE:	N.T.S.
DRAWN BY:	MC
CHECKED BY:	KJP

CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

EXHIBIT 'B' SHEET 3 OF 4

CMX
PHOENIX OFFICE
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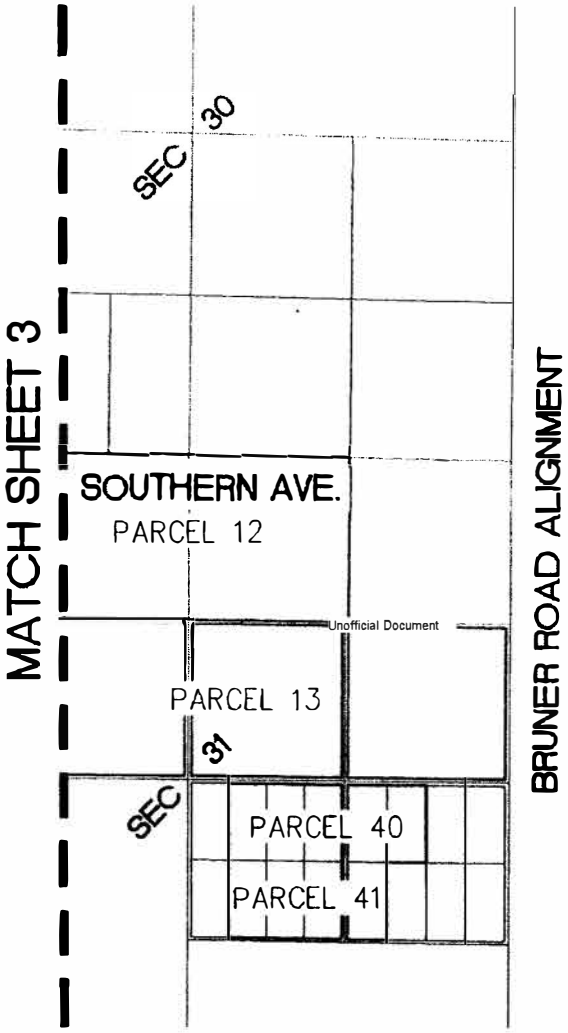

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DATE:	06/17/08
SCALE:	N.T.S.
DRAWN BY:	MC
CHECKED BY:	KJP

CIPRIANI
DEVELOPMENT AGREEMENT
BUCKEYE, ARIZONA

EXHIBIT 'B' SHEET 4 OF 4

CMX
PHOENIX OFFICE
7740 N. 16TH ST. STE 100, PHOENIX, AZ
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EXHIBIT C
TO
ORDINANCE 08-24

[Legal Description of Buckeye Tech Corridor Community Master Plan Amendment Area]

SEE FOLLOWING PAGES

3R PLZZ-23-00005 RECEIVED DEC 11 2023 AL

CIPRIANI
CMP PROPERTY
LEGAL DESCRIPTION

Portions of land being situated within Sections 12, 13, 23, 24, 25, and 36, Township 1 North, Range 5 West and portions of Sections 18 and 31, Township 1 North, Range 4 West of the Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

PARCEL NO. 1:

BEGINNING at a found Maricopa County aluminum cap flush in concrete, R.L.S. 36563, dated 2003, accepted as the East quarter corner of said Section 12, from which a found 2-3/4 inch brass cap flush accepted as the Southeast corner thereof bears South 00°16’13” West, 2641.18 feet;

THENCE South 00°16'13" West, 660.30 feet along the east line of the Northeast quarter of the Northeast quarter of the Southeast quarter of said Section 12 to the southeast corner thereof;

THENCE North 89°18'43" West, 661.75 feet along the south line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°15'37" East, 660.43 feet along the west line of said Northeast quarter of the Northeast quarter of the Southeast quarter to the northwest corner thereof;

THENCE North 00°12'14" East, 660.52 feet along the west line of the Southeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 00°12'09" East, 660.52 feet along the west line of the Northeast quarter of the Southeast quarter of the Northeast quarter of said Section 12 to the northwest corner thereof;

THENCE North 89°14'50" West, 661.64 feet along the south line of the Southwest quarter of the Northeast quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 89°14'50" West, 661.66 feet along the south line of the Southeast quarter of the Northwest quarter of the Northeast quarter of said Section 12 to the southwest corner thereof;

THENCE North 00°13'20" East, 570.49 feet along the west line of said Southeast quarter of the Northwest quarter of the Northeast quarter to the southerly Right of Way line of Interstate 10;

THENCE along said southerly Right of Way line the following 4 courses:

THENCE South 74°32'18" East, 1847.85 feet;

THENCE South 07°43'22" East, 449.86 feet;

THENCE South 00°11'41" West, 600.00 feet;

THENCE South 89°48'19" East, 140.00 feet to the east line of the Northeast quarter of said Section 12;

THENCE along said east line, South 00°11'41" West, 378.12 feet to the **POINT OF BEGINNING**.

(The above described Parcel 1 contains a computed area of 1,770,322 sq. ft.).

PARCEL NO. 2:

BEGINNING at a found 2-1/2 inch brass cap, down 0.5 feet, accepted as the North quarter corner of said Section 13, from which a found 2 inch iron pipe without cap, bent, accepted as the Northwest corner thereof bears North 89°16’05” West, 2658.12 feet;

THENCE South 00°16'58" West, 2640.08 feet along the west line of the Northeast quarter of said Section 13 to the Center of said Section 13;

THENCE along the south line of said Northeast quarter, South 89°19'32" East, 2658.47 feet to the East quarter corner of said Section 13;

THENCE South 87°22'40" East, 2627.00 feet along the north line of the Southwest quarter of said Section 18 to the Center of said Section 18;

THENCE South 00°14'00" West, 1315.68 feet along the east line of the Northeast quarter of the Southwest quarter of said Section 18 to the southeast corner thereof;

THENCE North 87°27'22" West, 2633.78 feet along the south line of said Northeast quarter of the Southwest quarter and the south line of G.L.O. Lot 3 to the southwest corner thereof;

THENCE North 89°20'25" West, 40.00 feet along the north line of the South half of the Southeast quarter of said Section 13 to the west line of the east 40.00 feet of said South half of the Southeast quarter;

THENCE leaving said north line and along said west line of the east 40.00 feet, South 00°32'02" West, 1319.02 feet;

THENCE South 00°24'21" West, 2639.42 feet along the west line of the east 40.00 feet of the Northeast quarter of said Section 24 to the south line of said Northeast quarter;

THENCE along said south line, South 89°24'09" East, 40.00 feet to the East quarter corner of said Section 24;

THENCE South 00°10'05" West, 1508.71 feet along the east line of the Southeast quarter of said Section 24 to the northeast corner of the property as described in Book 311 of Deeds, Page 80, Records of Maricopa County, Arizona;

THENCE South 83°32'58" West, 210.00 feet along the north line of said deed to the northwest corner thereof;

THENCE South 00°10'05" West, 210.00 feet along the west line of said deed to a point on the northerly line of the Roosevelt Irrigation District Canal as described in Docket 8955, Page 111, Records of Maricopa County, Arizona;

THENCE along said northerly line the following 15 courses:

THENCE South 83°33'05" West, 196.81 feet to the beginning of a tangent curve, concave northerly, having a radius of 420.00 feet;

THENCE westerly along said curve, through a central angle of 24°31'45", an arc length of 179.81 feet to a tangent line;

THENCE North 71°55'10" West, 406.13 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 236.00 feet;

THENCE northwesterly along said curve, through a central angle of 39°24'36", an arc length of 162.33 feet to a tangent line;

THENCE North 32°30'33" West, 137.71 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 324.00 feet;

THENCE northwesterly along said curve, through a central angle of 13°53'06", an arc length of 78.52 feet to a tangent line;

THENCE North 46°23'39" West, 147.37 feet to the beginning of a tangent curve, concave southerly, having a radius of 249.00 feet;

THENCE westerly along said curve, through a central angle of 57°30'40", an arc length of 249.94 feet to a tangent line;

THENCE South 76°05'40" West, 95.30 feet to the beginning of a tangent curve, concave northerly, having a radius of 306.00 feet;

THENCE westerly along said curve, through a central angle of 13°50'14", an arc length of 73.90 feet to a tangent line;

THENCE South 89°55'55" West, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 571.00 feet;

THENCE westerly along said curve, through a central angle of 15°45'23", an arc length of 157.02 feet to a tangent line;

THENCE North 74°18'43" West, 112.49 feet to the beginning of a tangent curve, concave southerly, having a radius of 649.00 feet;

THENCE westerly along said curve, through a central angle of 18°24'59", an arc length of 208.61 feet to a tangent line;

THENCE South 87°16'18" West, 217.61 feet to the west line of the Southeast quarter of said Section 24;

THENCE leaving said north line, along said west line, South 00°14'18" West, 80.11 feet to the southerly line of said Roosevelt Irrigation District Canal;

THENCE along said southerly line the following 15 courses:

THENCE North 87°16'18" East, 221.75 feet to the beginning of a tangent curve, concave southerly, having a radius of 569.00 feet;

THENCE easterly along said curve, through a central angle of 18°24'59", an arc length of 182.89 feet to a tangent line;

THENCE South 74°18'43" East, 112.49 feet to the beginning of a tangent curve, concave northerly, having a radius of 651.00 feet;

THENCE easterly along said curve, through a central angle of 15°45'23", an arc length of 179.02 feet to a tangent line;

THENCE North 89°55'55" East, 230.48 feet to the beginning of a tangent curve, concave northerly, having a radius of 386.00 feet;

THENCE easterly along said curve, through a central angle of 13°50'14", an arc length of 93.22 feet to a tangent line;

THENCE North 76°05'40" East, 95.30 feet to the beginning of a tangent curve concave southerly, having a radius of 169.00 feet;

THENCE easterly along said curve, through a central angle of 57°30'40", an arc length of 169.64 feet to a tangent line;

THENCE South 46°23'39" East, 147.37 feet to the beginning of a tangent curve, concave southwesterly, having a radius of 244.00 feet;

THENCE southeasterly along said curve, through a central angle of 13°53'06", an arc length of 59.13 feet to a tangent line;

THENCE South 32°30'33" East, 137.71 feet to the beginning of a tangent curve, concave northeasterly, having a radius of 316.00 feet;

THENCE southeasterly along said curve, through a central angle of 39°24'36", an arc length of 217.36 feet to a tangent line;

THENCE South 71°55'10" East, 406.13 feet to the beginning of a tangent curve, concave northerly, having a radius of 500.00 feet;

THENCE easterly along said curve, through a central angle of 24°31'45", an arc length of 214.06 feet to a tangent line;

THENCE North 83°33'05" East, 397.53 feet to the east line of the Southeast quarter of said Section 24;

THENCE along said east line, South 00°10'05" West, 838.46 feet to the Southeast corner of said Section 24;

THENCE South 00°16'55" West, 2638.96 feet along the east line of the Northeast quarter of said Section 25 to the East quarter corner thereof;

THENCE North 89°27'14" West, 407.32 feet along the north line of the Southeast quarter of said Section 25;

THENCE leaving said north line, South 00°15'48" West, 600.01 feet to the south line of the north 600.00 feet of said Southeast quarter;

THENCE along said south line, South 89°27'14" East, 407.10 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 388.92 feet;

THENCE leaving said east line, North 89°24'28" West, 710.01 feet to the west line of the east 710.00 feet of said Southeast quarter;

THENCE along said west line, South 00°17'02" West, 451.00 feet;

THENCE leaving said west line, South 89°24'28" East, 710.01 feet to the east line of said Southeast quarter;

THENCE along said east line, South 00°17'02" West, 539.00 feet;

THENCE leaving said east line, North 89°24'28" West, 793.07 feet;

THENCE North 00°17'02" East, 220.00 feet;

THENCE North 89°24'28" West, 526.64 feet;

THENCE South 00°15'48" West, 880.00 feet along the east line of the Southwest quarter of the Southeast quarter of said Section 25 to the southeast corner thereof;

THENCE North 89°24'28" West, 1319.39 feet along the south line of said Southwest quarter of the Southeast quarter to the South quarter corner thereof;

THENCE North 89°28'55" West, 1319.26 feet along the south line of the Southwest quarter of said Section 25 to the southeast corner of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 00°12'14" East, 1318.74 feet along the east line of said Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 89°28'05" West, 660.08 feet along the north line of said Southwest quarter of the Southwest quarter to the northeast corner of the Northwest quarter of said Southwest quarter of the Southwest quarter;

THENCE South 00°11'04" West, 989.18 feet along the east line of the West half of the Southwest quarter of the Southwest quarter to the south line of the north half of the Southwest quarter of the Southwest quarter of the Southwest quarter of said Section 25;

THENCE North 89°28'43" West, 659.74 feet along the south line of said north half of the Southwest quarter of the Southwest quarter of the Southwest quarter to the west line of the Southwest quarter of said Section 25;

THENCE along said west line, North 00°09'54" East, 2308.37 feet to the West quarter corner of said Section 25;

THENCE North 00°09'49" East, 329.76 feet along the west line of the Northwest quarter of said Section 25 to the northwest corner of the south half of the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 25;

THENCE South 89°27'36" East, 660.64 feet along the north line of said south half of the Southwest quarter of the Southwest quarter of the Northwest quarter to the northeast corner thereof, also being on the west line of the east half of the west half of the Northwest quarter of said Section 25;

THENCE along said west line, North 00°11'00" East, 2308.83 feet to the southwest corner of the Southeast quarter of the Southwest quarter of the Southwest quarter of said Section 24;

THENCE North 00°12'30" East, 660.34 feet along the west line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northwest corner thereof;

THENCE South 89°29'01" East, 661.56 feet along the north line of said Southeast quarter of the Southwest quarter of the Southwest quarter to the northeast corner thereof;

THENCE North 00°13'06" East, 660.12 feet along the west line of the Southeast quarter of the Southwest quarter of said Section 24 to the northwest corner thereof;

THENCE North 89°27'51" West, 1323.35 feet along the south line of the north half of the Southwest quarter of said Section 24 to the southwest corner thereof;

THENCE South 00°11'54" West, 1321.14 feet along the east line of the Southeast quarter of the Southeast quarter of said Section 23 to the southeast corner thereof;

THENCE North 89°45'16" West, 1321.07 feet along the south line of said Southeast quarter of the Southeast quarter to the southwest corner thereof;

THENCE North 00°17'24" East, 2642.07 feet along the west line of said Southeast quarter of the Southeast quarter and the west line of the Northeast quarter of the Southeast quarter of said Section 23 to the northwest corner thereof;

THENCE South 89°45'47" East, 1316.84 feet along the north line of said Northeast quarter of the Southeast quarter to the West quarter corner of said Section 24;

THENCE North 00°11'49" East, 2642.19 feet along the west line of the Northwest quarter of said Section 24 to the Northwest corner thereof;

THENCE North 00°16'14" East, 2643.26 feet along the west line of the Southwest quarter of said Section 13 to the West quarter corner thereof;

THENCE South 89°19'51" East, 990.05 feet along the north line of said Southwest quarter to the east line of the west 990.00 feet of the Northwest quarter of said Section 13;

THENCE along said east line, North 00°06'42" East, 2641.97 feet to the north line of said Northwest quarter;

THENCE along said north line, South 89°16'05" East, 1668.06 feet to the **POINT OF BEGINNING.**

(The above described Parcel 2 contains a computed area of 75,242,976 sq. ft.).

PARCEL NO. 3:

BEGINNING at a found G.L.O. brass cap in hand hole accepted as the Northeast corner of said Section 36, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the East quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

THENCE South 00°11'29" West, 2640.81 feet along the east line to the East Quarter corner of said Section 36;

THENCE North 89°24'20" West, 1321.09 feet along the south line of the Northeast quarter of said Section 36;

THENCE North 00°13'42" East, 2640.75 feet along the west line of the East half of said Northeast quarter;

THENCE South 89°24'28" East, 1319.39 feet along the north line of the Northeast quarter of said Section 36 to the **POINT OF BEGINNING**.

(The above described Parcel 3 contains a computed area of 3,486,385 sq. ft.).

PARCEL NO. 4:

COMMENCING at a found G.L.O. brass cap in hand hole accepted as the Northwest corner of said Section 31, from which a found 3 inch brass cap, R.L.S. 36563, dated 2003, accepted as the West quarter corner thereof bears South 00°11’29” West, 2640.81 feet;

THENCE South 88°59’43” East, 1324.62 feet along the north line of the Northwest quarter of said Section 31 to the **POINT OF BEGINNING;**

THENCE continuing along said north line, South 88°59’43” East, 1324.62 feet to the North quarter corner of said Section 31;

THENCE South 89°00’03” East, 1326.74 feet along the north line of the Northeast quarter of said Section 31 to the northeast corner of the Northwest quarter of the Northeast quarter of said Section 31;

THENCE South 00°17’00” West, 1303.88 feet along the east line of said Northwest quarter of the Northeast quarter to the southeast corner thereof;

The following 10 courses are defined by the Final Plat of “Unit Two Roosevelt Citrus Acres”, as filed in Book 19, Page 3, Records of Maricopa County, Arizona;

THENCE South 89°14'12" East, 1325.80 feet along the south line of said Northeast quarter of the Northeast quarter to the southeast corner thereof;

THENCE South 00°19'21" West, 1298.40 feet along the east line of the Northeast quarter of said Section 31 to the East quarter corner thereof;

THENCE North 89°28'24" West, 680.54 feet along the East-West Mid-Section line of said Section 31 to the northerly prolongation of the east line of Lot 50, Block 3;

THENCE along said northerly prolongation and said east line of Lot 50, South 00°14'01" West, 661.92 feet to the southeast corner of said Lot 50;

THENCE North 89°20'59" West, 324.03 feet along the south line of said Lot 50 to the southwest corner thereof;

THENCE South 00°14'38" West, 654.24 feet along the east line of Lot 53 of said Final Plat and the southerly prolongation of said east line to the center of the 50-foot roadway lying south of and abutting said Lot 53;

THENCE continuing along the center of said roadway, North 89°13'36" West, 1305.47 feet to its point of intersection with the southerly prolongation of the west line of Lot 46 of said Final Plat;

THENCE along said prolongation, being the west lines of Lots 46 and 42, and the northerly prolongation thereof, North 00°15'27" East, 1309.84 feet to the East-West Mid-Section line of said Section 31;

THENCE along said East-West Mid-Section line, North 89°28'24" West, 1663.47 feet to the intersection of the roadways lying southwest of the southwest corner of Lot 7 of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the center of the roadway lying west of and abutting Lots 1, 3, 5, & 7 to the north line of said Final Plat;

THENCE North 00°13'04" East, 1314.88 feet along the east line of the West half of the Northwest quarter of said Section 31 to the northeast corner thereof, being the **POINT OF BEGINNING.**

(The above described Parcel 4 contains a computed area of 10,590,740 sq. ft.).

The above described Parcels 1, 2, 3 and 4 contain a combined computed area of 91,090,423 sq. ft. (2091.148 acres) more or less and being subject to any easements, restrictions, rights-of-way of record or otherwise.

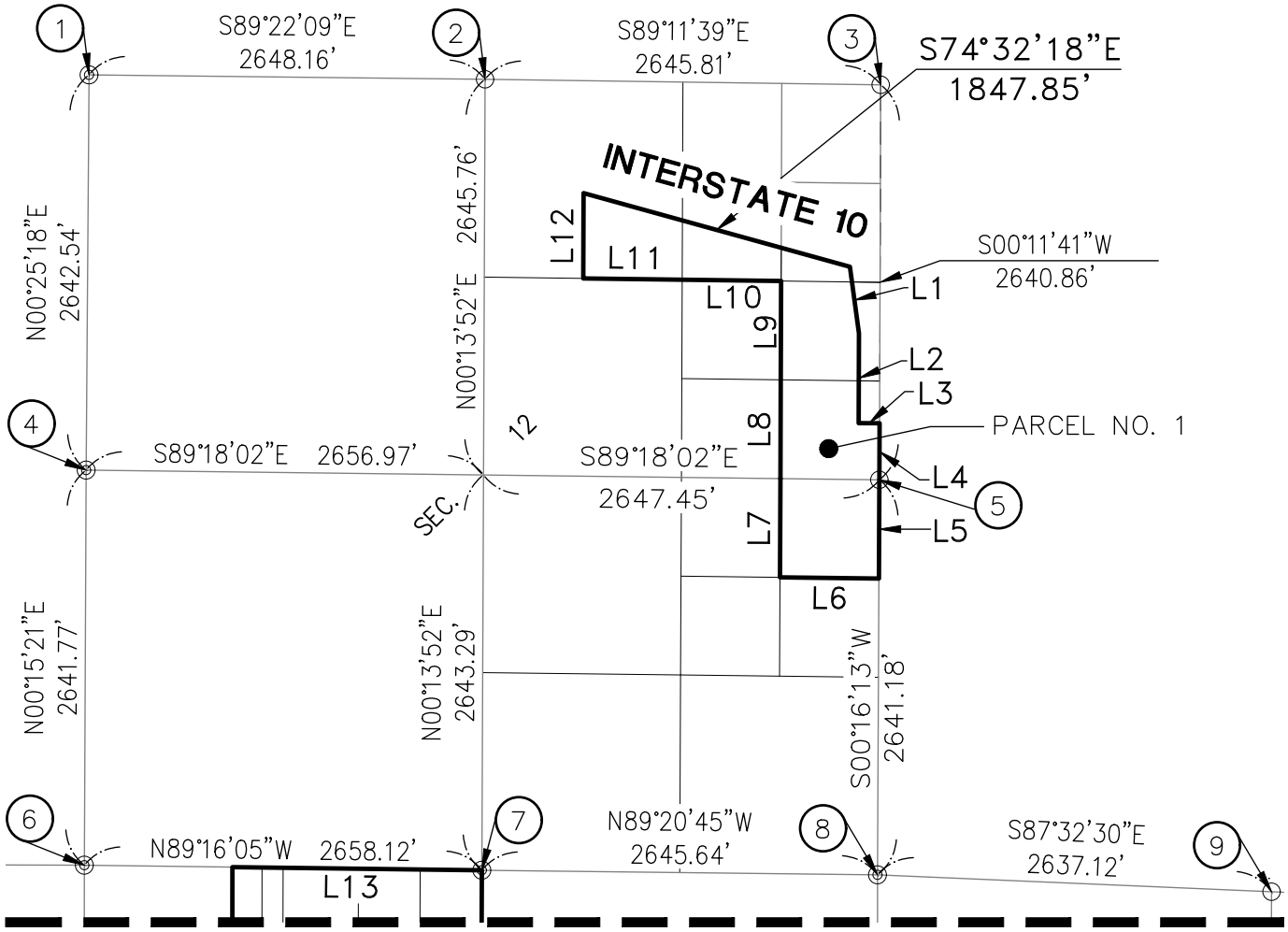
The description shown hereon is not to be used to violate any subdivision regulation of the state, county and/or municipality or any land division restrictions.

Prepared by: HILGARTWILSON, LLC
2141 E. Highland Avenue, Suite 250
Phoenix, AZ 85016
Project No. 1966
Date: August 2023

EXHIBIT D
TO
ORDINANCE 08-24

[Depiction of Buckeye Tech Corridor Community Master Plan Amendment Area]

SEE FOLLOWING PAGES



MATCH SHEET 2

LEGEND

- BOUNDARY LINE
- SECTION LINE
- PARCEL LINE
- EASEMENT LINE

N

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 8/04/2023
ARIZONA, U.S.A.
Expires 12/31/2024

THE AREA IS 91,090,423 SQ. FT. OR 2091.148 ACRES

SHEET 1 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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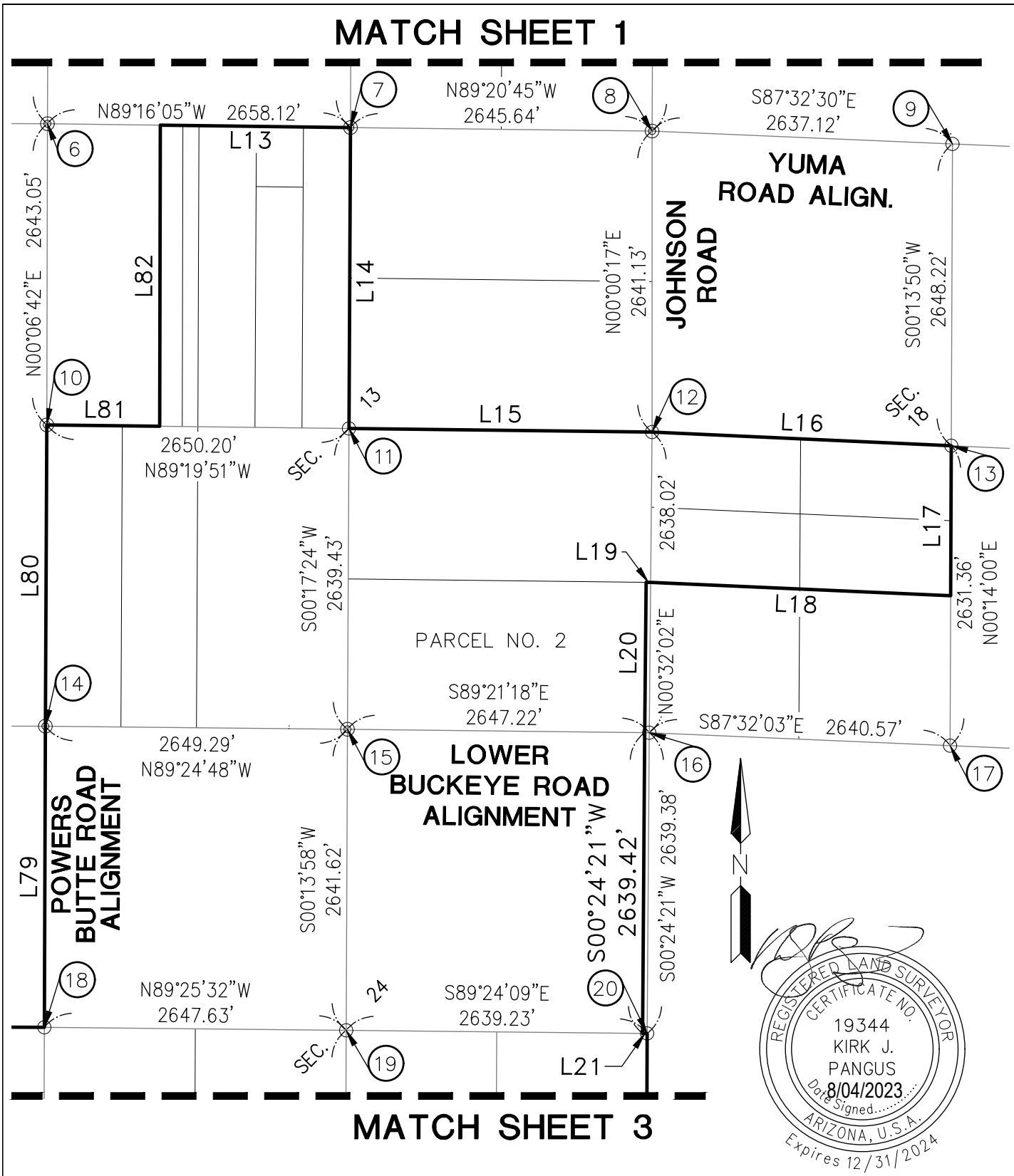

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 8/04/2023
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 2 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

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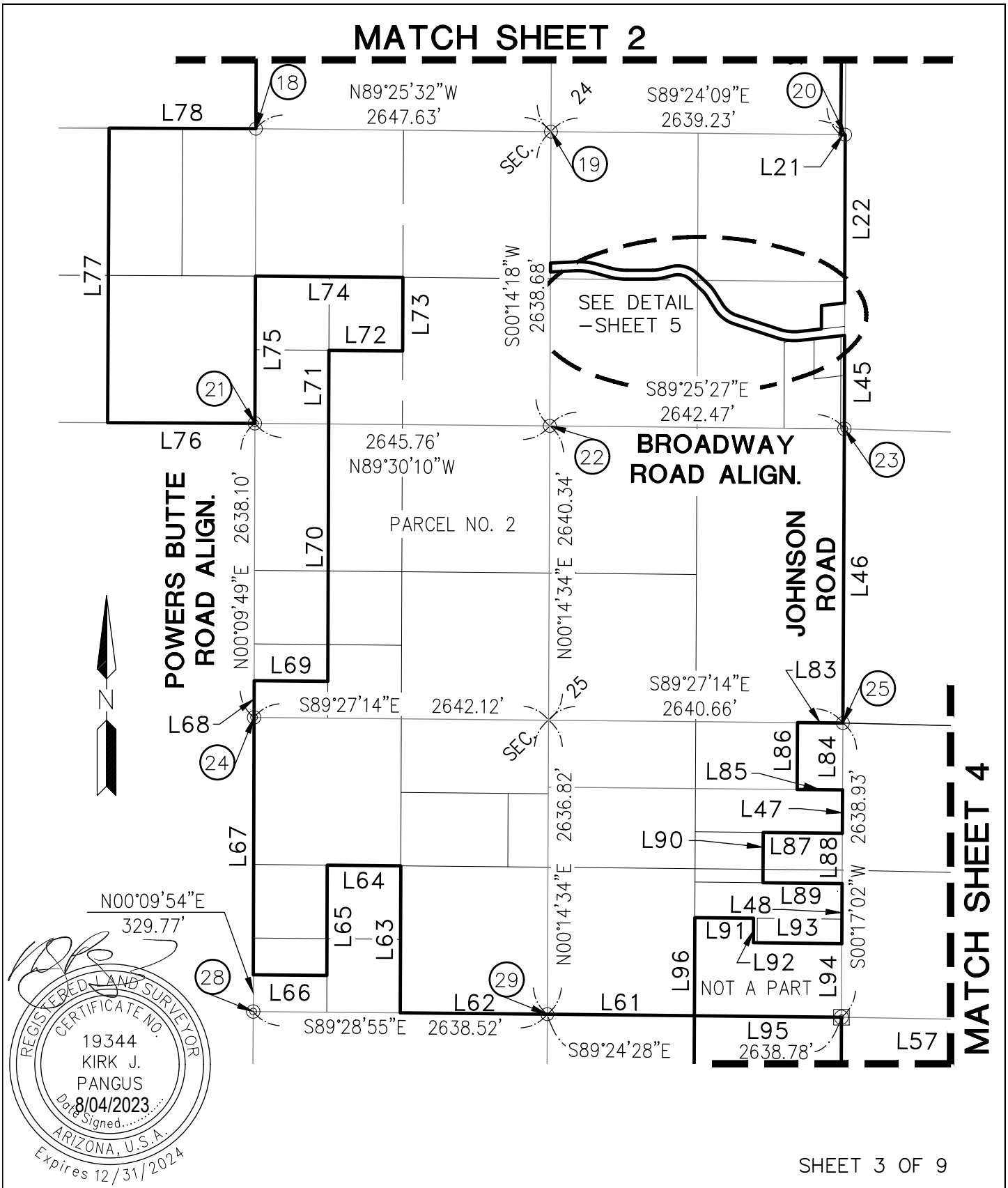

REGISTERED LAND SURVEYOR
CERTIFICATE NO.
19344
KIRK J.
PANGUS
Date Signed 8/04/2023
ARIZONA, U.S.A.
Expires 12/31/2024

SHEET 3 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

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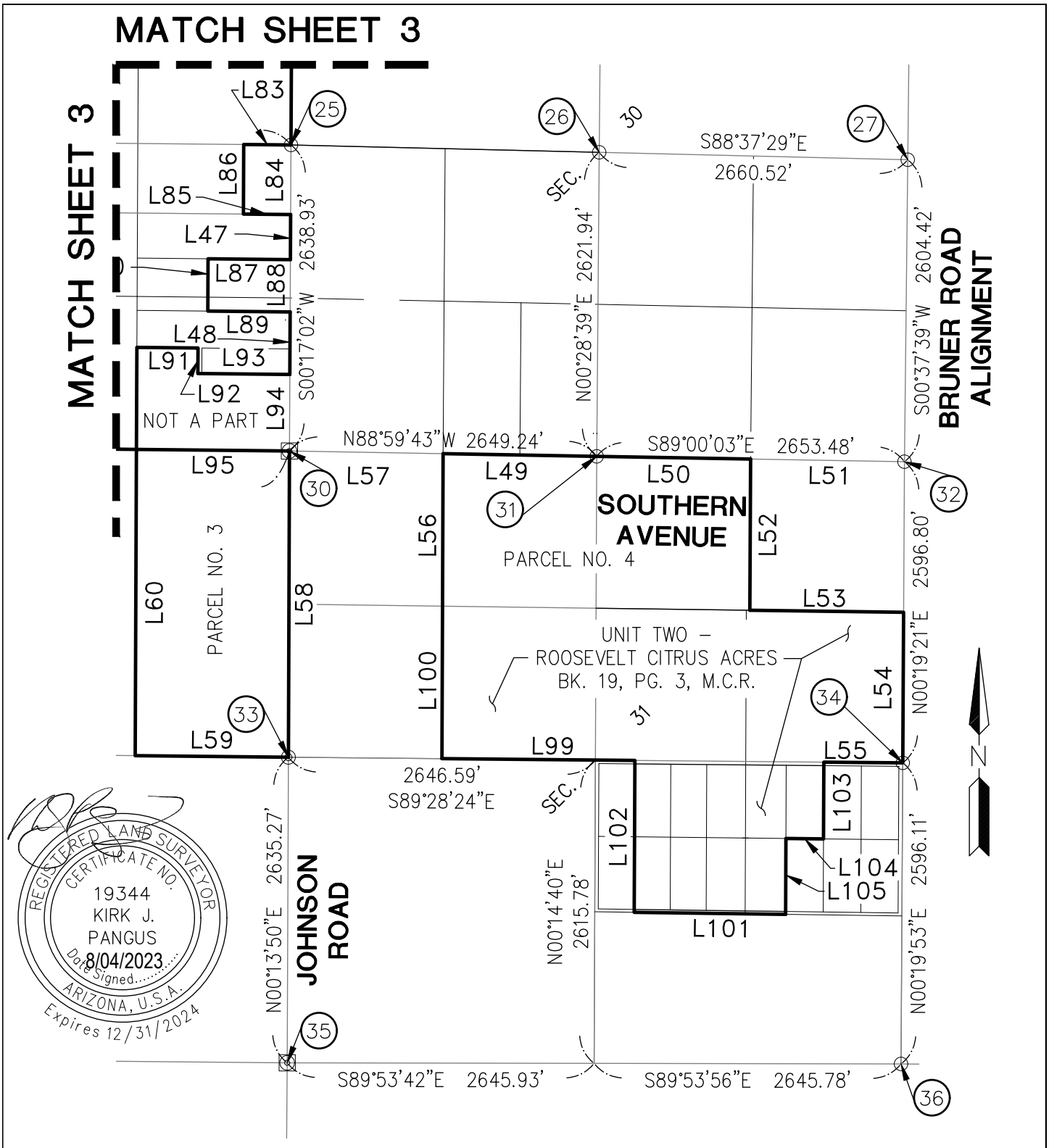

SHEET 4 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI

OVERALL BOUNDARY
BUCKEYE, ARIZONA

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2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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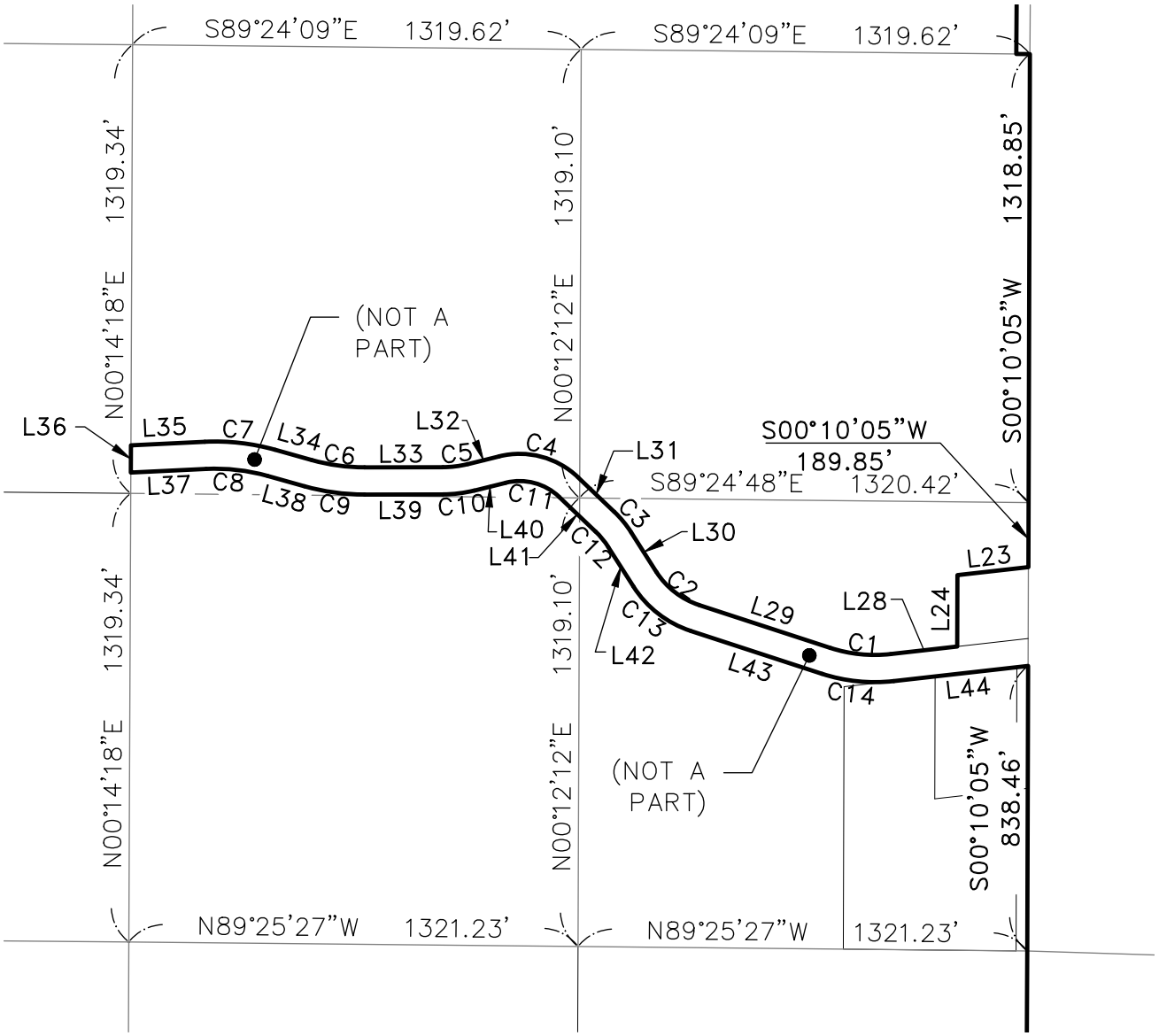
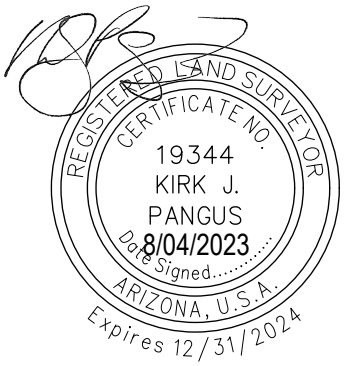
DETAIL - FROM SHEET 3





SHEET 5 OF 9

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI

OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

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2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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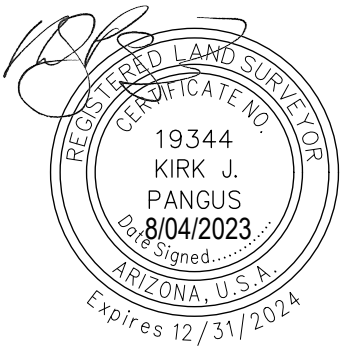
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S07°43'22"E	449.86'
L2	S00°11'41"W	600.00'
L3	S89°48'19"E	140.00'
L4	S00°11'41"W	378.12'
L5	S00°16'13"W	660.30'
L6	N89°18'43"W	661.75'
L7	N00°15'37"E	660.43'
L8	N00°12'14"E	660.52'
L9	N00°12'09"E	660.52'
L10	N89°14'50"W	661.64'
L11	N89°14'50"W	661.66'
L12	N00°13'20"E	570.49'
L13	S89°16'05"E	1668.06'
L14	S00°16'58"W	2640.08'
L15	S89°19'32"E	2658.47'
L16	S87°22'40"E	2627.00'
L17	S00°14'00"W	1315.68'
L18	N87°27'22"W	2633.78'
L19	N89°20'25"W	40.00'
L20	S00°32'02"W	1319.02'
L21	S89°24'09"E	40.00'
L22	S00°10'05"W	1508.71'
L23	S83°32'58"W	210.00'
L24	S00°10'05"W	210.00'
L25	NOT USED	
L26	NOT USED	
L27	NOT USED	
L28	S83°33'05"W	196.81'
L29	N71°55'10"W	406.13'
L30	N32°30'33"W	137.71'
L31	N46°23'39"W	147.37'
L32	S76°05'40"W	95.30'
L33	S89°55'55"W	230.48'
L34	N74°18'43"W	112.49'
L35	S87°16'18"W	217.61'
L36	S00°14'18"W	80.11'
L37	N87°16'18"E	221.75'
L38	S74°18'43"E	112.49'
L39	N89°55'55"E	230.48'
L40	N76°05'40"E	95.30'
L41	S46°23'39"E	147.37'
L42	S32°30'33"E	137.71'
L43	S71°55'10"E	406.13'
L44	N83°33'05"E	397.53'
L45	S00°10'05"W	838.46'
L46	S00°16'55"W	2638.96'
L47	S00°17'02"W	388.95'
L48	S00°17'02"W	539.00'
L49	S88°59'43"E	1324.62'
L50	S89°00'03"E	1326.74'
L51	N89°00'03"W	1326.74'
L52	S00°17'00"W	1303.88'
L53	S89°14'12"E	1325.80'
L54	S00°19'21"W	1298.40'
L55	N89°28'24"W	680.54'
L56	N00°13'04"E	1314.88'
L57	N88°59'43"W	1324.62'
L58	S00°11'29"W	2640.81'
L59	N89°24'20"W	1321.09'
L60	N00°13'42"E	2640.75'
L61	N89°24'28"W	1319.39'
L62	N89°28'55"W	1319.26'
L63	N00°12'14"E	1318.74'
L64	N89°28'05"W	660.08'
L65	S00°11'04"W	989.18'
L66	N89°28'43"W	659.74'
L67	N00°09'54"E	2308.37'
L68	N00°09'49"E	329.76'
L69	S89°27'36"E	660.64'
L70	N00°11'00"E	2308.83'
L71	N00°12'30"E	660.34'
L72	S89°29'01"E	661.56'
L73	N00°13'06"E	660.12'
L74	N89°27'51"W	1323.35'
L75	S00°11'54"W	1321.14'
L76	N89°45'16"W	1321.07'
L77	N00°17'24"E	2642.07'
L78	S89°45'47"E	1316.84'
L79	N00°11'49"E	2642.19'
L80	N00°16'14"E	2643.26'
L81	S89°19'51"E	990.05'
L82	N00°06'42"E	2641.97'
L83	S89°27'14"E	407.32'
L84	S00°17'02"W	600.01'
L85	N89°27'14"W	407.10'
L86	N00°15'48"E	600.01'
L87	S89°24'28"E	710.01'
L88	S00°17'02"W	451.00'
L89	N89°24'28"W	710.01'
L90	N00°17'02"E	451.00'
L91	N89°24'28"W	526.64'
L92	N00°17'02"E	220.00'
L93	N89°24'28"W	793.07'
L94	N00°17'02"E	660.00'
L95	S89°24'28"E	1319.39'
L96	S00°15'48"W	880.00'
L97	NOT USED	
L98	NOT USED	
L99	N89°28'24"W	1663.48'
L100	N00°13'04"E	1314.88'
L101	N89°13'36"W	1305.47'
L102	N00°15'27"E	1309.84'
L103	S00°14'01"W	661.92'
L104	N89°20'59"W	324.03'
L105	S00°14'38"W	654.24'



PROJ.NO.: 1966	CIPRIANI	HILGARTWILSON
DATE: AUG 2023	OVERALL BOUNDARY	2141 E. HIGHLAND AVE., STE. 250
SCALE: N.T.S.	BUCKEYE, ARIZONA	PHOENIX, AZ 85016
DRAWN BY: JK	EXHIBIT	P: 602.490.0535 / F: 602.368.2436
CHECKED BY: KJP		

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CURVE TABLE			
CURVE	DELTA	RADIUS	LENGTH
C1	24°31'45"	420.00'	179.81'
C2	39°24'37"	236.00'	162.33'
C3	13°53'06"	324.00'	78.52'
C4	57°30'41"	249.00'	249.94'
C5	13°50'15"	306.00'	73.90'
C6	15°45'22"	571.00'	157.02'
C7	18°24'59"	649.00'	208.61'
C8	18°24'59"	569.00'	182.89'
C9	15°45'22"	651.00'	179.02'
C10	13°50'15"	386.00'	93.22'
C11	57°30'41"	169.00'	169.64'
C12	13°53'06"	244.00'	59.13'
C13	39°24'37"	316.00'	217.36'
C14	24°31'45"	500.00'	214.06'

PROJ.NO.: 1966	CIPRIANI	HILGARTWILSON
DATE: AUG 2023	OVERALL BOUNDARY	2141 E. HIGHLAND AVE., STE. 250
SCALE: N.T.S.	BUCKEYE, ARIZONA	PHOENIX, AZ 85016
DRAWN BY: JK	EXHIBIT	P: 602.490.0535 / F: 602.368.2436
CHECKED BY: KJP		

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(1) NW CORNER SEC. 12, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915

(2) N 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563

(3) NE CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003

(4) W 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND 2" G.L.O. BRASS CAP, 1915

(5) E 1/4 CORNER SEC. 12, T.1N., R.5W., FOUND M.C. ALUM. CAP, RLS #36563, 2003

POINT OF BEGINNING OF PARCEL NO. 1

(6) COMMON CORNER SEC. 12&13, T.1N., R.5W., FOUND 2" IRON PIPE

(7) COMMON 1/4 CORNER SEC. 12&13, T.1N., R.5W., FOUND 2–1/2" BRASS CAP, DOWN 0.5'

POINT OF BEGINNING OF PARCEL NO. 2

(8) COMMON CORNER SEC. 12&13 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2–3/4" BRASS CAP FLUSH

(9) N 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND IRON BAR, CAPPED CMX RLS #19344

(10) W 1/4 CORNER SEC. 13, T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP, 1915

(11) CENTER SEC. 13, T.1N., R.5W., FOUND 1" IRON PIPE

(12) COMMON 1/4 CORNER SEC. 13, T.1N., R.5W., & SEC. 18, T.1N., R.4W., FOUND M.C. ALUM. CAP IN HAND HOLE, RLS #36563

(13) CENTER SEC. 18, T.1N., R.4W., FOUND 2" IRON PIPE, CAPPED CMX RLS #19344

(14) COMMON CORNER SEC. 13&24 T.1N., R.5W., FOUND G.L.O. BRASS CAP

(15) COMMON 1/4 CORNER SEC. 13&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344

(16) COMMON CORNER SEC. 13&24 T.1N., R.5W., & SEC. 18 T.2N., R.4W., FOUND 2" M.C. ALUM. CAP IN HAND HOLE, RLS #36563

(17) S 1/4 CORNER SEC. 18, T.1N., R.4W., FOUND REBAR IN 4" PVC, CAPPED CMX RLS #19344

(18) COMMON 1/4 CORNER SEC. 23&24 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI
OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

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2141 E. HIGHLAND AVE., STE. 250
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P: 602.490.0535 / F: 602.368.2436

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(19) CENTER SEC. 24, T.1N., R.5W., FOUND 3/4" PIPE, CAPPED CMX RLS #19344

(20) E 1/4 CORNER SEC. 24, T.1N., R.5W., FOUND 2" M.C. ALUM. CAP, RLS #36563, 2003

(21) COMMON CORNER SEC. 23,24&25 T.1N., R.5W., FOUND 3" G.L.O. BRASS CAP ON 2" PIPE, 1915

(22) COMMON 1/4 CORNER SEC. 24&25 T.1N., R.5W., FOUND 2" ALUMINUM CAP, RLS #19344

(23) COMMON CORNER SEC. 24&25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 3" G.L.O. BRASS CAP, 1915

(24) W 1/4 CORNER SEC. 25, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563, 2003

(25) COMMON 1/4 CORNER SEC. 25 T.1N., R.5W., & SEC. 30 T.2N., R.4W., FOUND 5/8" REBAR

(26) CENTER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(27) E 1/4 CORNER SEC. 30, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(28) COMMON CORNER SEC. 25&36, T.1N., R.5W., FOUND 3" M.C. BRASS CAP, RLS #36563

(29) COMMON 1/4 CORNER SEC. 25&36, T.1N., R.5W., FOUND 5/8" REBAR IN HAND HOLE

(30) COMMON CORNER SEC. 25&36 T.1N., R.5W., & SEC. 30&31 T.2N., R.4W., FOUND G.L.O. BRASS CAP IN HAND HOLE

POINT OF BEGINNING OF PARCEL NO. 3

POINT OF COMMENCEMENT OF PARCEL NO. 4

(31) COMMON 1/4 CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(32) COMMON CORNER SEC. 30&31, T.1N., R.4W., FOUND REBAR, CAPPED CMX RLS #19344

(33) COMMON 1/4 CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.2N., R.4W., FOUND 3" BRASS CAP MARKED 'T2N, R5W, R4W, S36, S31, 2003, RLS 36563'

(34) E1/4 CORNER SEC. 31, T.1N., R.4W., FOUND 1/2" REBAR, CAPPED RLS #27233

(35) COMMON CORNER SEC. 36 T.1N., R.5W., & SEC. 31 T.1N., R.4W., FOUND 2-1/2" BRASS CAP IN HAND HOLE

(36) SE CORNER SEC. 31, T.1N., R.4W., FOUND 4" M.C. ENGINEERING DEPT. ALUM. CAP IN HAND HOLE

PROJ.NO.:	1966
DATE:	AUG 2023
SCALE:	N.T.S.
DRAWN BY:	JK
CHECKED BY:	KJP

CIPRIANI

OVERALL BOUNDARY
BUCKEYE, ARIZONA

EXHIBIT

HILGARTWILSON
2141 E. HIGHLAND AVE., STE. 250
PHOENIX, AZ 85016
P: 602.490.0535 / F: 602.368.2436

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EXHIBIT E
TO
ORDINANCE 08-24

[Conditions of Approval for the Buckeye Tech Corridor Community Master Plan Amendment Area]

SEE FOLLOWING PAGES

CONDITIONS OF APPROVAL

a) Development of the property shall be in general conformance to the project narrative entitled "Buckeye Tech Corridor Community Master Plan – A Major Amendment to the Cipriani Community Master Plan", consisting of 99 pages, dated December 7, 2023, and stamped received on December 11, 2023, except as modified by these conditions of approval.

b) The Property Owner/s and their successor waive any and all claims for diminution in value of the property with regard to any action taken by City of Buckeye as result of the CMPA approval.

c) This project is subject to a Parkway Maintenance Improvement District (MID) formed pursuant to Arizona Revised Statue § 48-574 and in accordance with City of Buckeye Ordinance 42-06 and a Street Light Improvement District (SLID) in accordance with City of Buckeye Ordinance 43-05. These shall be established prior to the recordation of the first Final Plat, or Minor Subdivision, but not before any Map of Dedication, or approval of the project's first site plan.

d) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, all existing overhead power lines less than 69 kV capacity, or any other existing overhead non-power utilities (e.g. telephone, cable) within the project area or along its boundaries, shall be installed underground.

e) All existing irrigation facilities located on the site shall be abandoned, relocated, or installed underground, excluding any temporary irrigation for portions of the property prior to development as long as such facilities are not located within a developed portion of the property. Any District-owned facilities to be located within the right-of-way shall be located near the rear of the right-of-way and the right-of-way shall be extended at least five (5) feet, unless otherwise determined by the City. Any additional right-of-way for District-owned facilities (not to exceed five feet) shall be placed outside of the right-of-way and the public utilities easement.

f) The Developer shall be required to complete and sign a Public Infrastructure Assurance Agreement prior to the recordation of the first Final Plat. In addition, the Property Owner/Developers shall be required to build or otherwise provide the required infrastructure necessary to serve this project unless otherwise modified through a separate agreement approved by the City.

g) Plans submitted for any phase of development shall take into consideration impacts on undeveloped portions of the Property and shall be designed with public utilities sized for future phases, so that parallel or redundant public utilities are not required in the future.

h) Prior to Final Plat recordation, all final civil construction plans and reports including landscaping, irrigation and all lighting improvement plans, shall be reviewed and approved by the City of Buckeye.

i) Prior to Final Plat recordation, the City of Buckeye shall approve all engineering and construction plans and reports for the required infrastructure for the project.

j) The Property Owner/Developer shall obtain approval from the applicable utility interests for easement location and width, as required for utility purposes.

k) To the extent the Property will be served by the City with such public services and unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer is responsible for providing, at their sole cost and expense, all public infrastructure necessary to serve the project including, without limitation, water and wastewater service in accordance with Ordinance No. 86-06. This includes water supply, infrastructure, and capacity for the production, treatment and delivery of water to the project and the collection, treatment and disposal, including recharge and/or reuse, of wastewater generated at the project. Nothing in this stipulation is intended to prevent the Property Owner/Developer from providing the water and sewer self service solutions as described in the CMPA, if and as allowed by law and in locations reasonably acceptable to the City.

l) The Property Owner/Developer is responsible for providing water at the project for construction purposes including obtaining the necessary water rights for the water supply to be used for construction purposes. To the extent reasonably available, Property Owner / Developer will utilize non-potable water for construction before using City potable water.

Drainage

m) Prior to Final Plat approval, the Property Owner/Developer shall provide a letter from the Flood Control District of Maricopa County approving the conceptual design of the proposed construction on the existing alluvial fans, flood plains, floodways or other flood feature managed by the Flood Control District that is affecting this project.

n) The Property Owner/Developer shall make provisions in their design to accommodate off-site storm water, manage this flow as part of the project, and redistribute it in a like manner and location to the existing conditions. Historic discharge conditions and locations cannot be altered unless easements or agreements are in place with the affected downstream property owner allowing the alteration of the historical condition.

o) Provide a Planning Unit-level Drainage Master Plan for City review and approval prior to submittal of the first site plan for development of any phase of the Property.

p) Prior to Engineering Permit issuance, the Property Owner/Developer shall coordinate with the US Army Corps of Engineers the Jurisdictional Determination of potential 404 washes.

q) Public hard-surface recreational facilities within storm water retention/detention basins shall be set above the 1-ft ponding level.

Streets

r) Prior to the issuance of a Building Permit, the Property Owner/Developer shall pay a pro rata share, based on acreage, of the cost of up to nine (9) future traffic signals to be installed within each section of land this project is located within. The sectional contribution is to be based on the following allocation of costs: (i) 25 percent share of

four (4) possible signals at arterial street intersections; (ii) 50 percent share of four (4) possible signals at half-mile collector street intersections or project entries; and (iii) 100 percent share of one (1) possible signal internal to this project. When calculating the costs, the above number of assumed signals for each section of land shall be adjusted to only include those signals where it is known or where it can reasonably be assumed a signal will be required. The cost shall be based on an anticipated signal cost as determined by the City Engineer.

s) Unless otherwise set forth in the Development Agreement or such other agreement between any Property Owner / Developer and the City, the Property Owner/Developer shall be responsible for the dedication and construction of all adjacent half-street right-of-way and improvements, at no cost to the City based on City of Buckeye standards.

t) Developer shall construct 315th Avenue where the CMP abuts the planned alignment, in accordance with the Buckeye Transportation Master Plan, unless, as part of a separate agreement(s) and based upon a low amount of trips anticipated on 315th Avenue, the City agrees to not require construction of 315th Avenue.

u) The Property Owner/Developer shall submit a Map of Dedication or other appropriate subdivision type to the City of Buckeye dedicating right-of-way for functionally classified roadways when requested to do so by the City. Such right-of-way may only be requested by the City to be dedicated to permit the construction of needed City infrastructure. The submittal of a Map of Dedication for the purpose of dedicating rights of way or granting easements will not trigger a requirement to submit construction documents for roadway or other improvements.

v) All streets (local, collector, and arterial), public sidewalks, public parks, and other public common areas, as determined by the City of Buckeye, shall be sufficiently illuminated to ensure the safety and security of persons and property. The City shall approve all lighting improvements within the right-of-way.

w) All street names shall be subject to final approval by the City of Buckeye and shall conform to the City of Phoenix grid alignment.

x) Pavement sections for all streets shall be determined in accordance with a City approved geotechnical analysis but shall not be less than the City's minimum requirements.

y) Arterial, and parkway streets shall have a raised, landscaped median except at intersections where left-turn lanes are provided.

z) Street signs and signposts shall be placed at all street intersections, with stop signs where applicable, by the Property Owner/Developer and shall be in place when street paving is completed. Specification for design, construction, location, and installation shall be in accordance with City roadway standards and shall be approved by the City of Buckeye.

aa) Any traffic signals that are required due to site generated traffic shall be installed by the Property Owner/Developer when warranted. For such traffic signals where the project makes a sectional signal fee contribution as noted above, the applicable developer shall be eligible for a credit of the contributed amount towards that signal

(and any payment by the Property Owner / Developer or others as allowed by the City Code).

Water / Wastewater

bb) If the property will be a "subdivision" as defined in A.R.S. § 32-2101 that is subject to the assured water supply requirement, then prior to Final Plat approval, the Property Owner/Developer shall produce a Certificate of Assured Water Supply issued by the Arizona Department of Water Resources (ADWR), covering all lots and parcels created, defined, or depicted on said plat. The certificate must be consistent with all ADWR rules and regulations. If the City has been designated as having an assured water supply (DAWS) prior to Final Plat approval, and if ADWR has not yet issued a Certificate or Certificate of Assured Water Supply for the subdivision, then a Certificate of Assured Water Supply will not be required by the City.

cc) If the City will provide public water service, then provide a Planning Unit-level Water Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

dd) If the City will provide public wastewater service, then provide a Planning Unit-level Wastewater Master Plan for City review and approval prior to submittal of the first preliminary plat or site plan for development of any phase of the Property.

ee) Any City-owned recharge facilities shall be located and constructed in a manner that the potable wells for the project can be permitted as recovery wells.